



## प्रदेश लोक सेवा आयोग

कर्णाली प्रदेश, सुर्खेत



### सुरक्षा सेवा सम्बन्धी सिलबन्दी दरभाउ पत्र आह्वानको सूचना

(सूचना प्रकाशित मिति : २०८१।०४।२०)

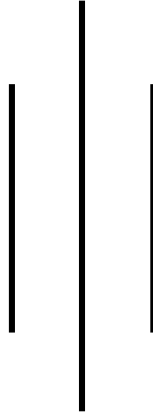
यस आयोगका लागि सुरक्षा सम्बन्धी सेवा खरिद गर्नुपर्ने भएको हुँदा इजाजत प्राप्त इच्छुक फर्म/संस्था/कम्पनीले प्रस्ताव फाराममा उल्लिखित सर्तहरू तथा कार्य क्षेत्रगत सर्तहरूको अधीनमा रही अनलाइन माध्यमबाट सिलबन्दी दरभाउ पत्रको प्रस्ताव पेस गर्न यो सूचना प्रकाशित गरिएको छ । सिलबन्दी दरभाउ पत्रसाथ फर्म/संस्था/कम्पनीले आधिकारिक पत्र, सम्बन्धित कार्य गर्न स्वीकृत दर्ता प्रमाण-पत्र, मूल्य अभिवृद्धि कर प्रमाण-पत्र र आ.व. २०७९/८० को कर चुक्ता प्रमाण-पत्र <https://bolpatra.gov.np/egp> मार्फत पेस गर्नुपर्नेछ । यस सम्बन्धी विस्तृत जानकारी यस आयोगको वेबसाइट <https://ppsc.karnali.gov.np/notice> बाट लिनुहुन अनुरोध छ ।

विवरण	फाराम दस्तुर	दरभाउ पत्र जमानत रकम	दरभाउ पत्र पेस गर्ने अन्तिम मिति र समय	फाराम खोल्ने मिति र समय
सुरक्षा सेवा सम्बन्धी कार्य	रु. १,०००।-	रु. २७,८९०।-	मिति २०८१।०५।०२ दिनको १२:०० बजे	मिति २०८१।०५।०४ दिनको १:०० बजे



## सुरक्षाकर्मी आपूर्ति गर्न सेवा करारमा लिने सम्बन्धी

सिलबन्दी दरभाउ पत्र सम्बन्धी कागजात  
(दरभाउ पत्र नं. PPSCK01-2081-082)  
(e-Bidding बाट मात्र)



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फोन:-०८३-५२०३००, ५२०३०६  
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## पंजिका

सुरक्षाकर्मी आपूर्ति गर्न सेवा करारमा लिने सम्बन्धी सिलबन्दी दरभाउपत्र आव्हानको सूचना.....	i
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# प्रदेश लोक सेवा आयोग

## कर्णाली प्रदेश, सुर्खेत



सुरक्षाकर्मी आपूर्ति गर्न सेवा करारमा लिने सम्बन्धी सिलबन्दी दरभाउपत्र आव्हानको सूचना

(दरभाउपत्र नं: PPSC01-2081-082, प्रथम पटक प्रकाशित मिति: २०८१।०४।२०)

यस आयोग कार्यालयमा सुरक्षा व्यवस्था गर्न बढीमा १ वर्षका लागि सुरक्षाकर्मीहरूको सेवा करारमा लिनुपर्ने भएको हुँदा यस्तो सेवा आपूर्ति गर्न सक्ने नेपाल सरकारबाट इजाजत प्राप्त सुरक्षा सेवा कम्पनीहरू वा फर्मबाट दरभाउपत्र आव्हान गरिएको छ।

१. दरभाउपत्र फारम वापतको शुल्क (पछि फिर्ता नहुने गरी) रु १,०००।०० (अक्षरेपी रु एक हजार मात्र) जम्मा गर्नुपर्नेछ।

२. दरभाउपत्र दाखिला गर्ने अन्तिम मिति र समय: २०८१।०५।०२ गते दिनको १२:०० बजे सम्म e-submission मार्फत PPMO को Website: [www.bolpatra.gov.np/eqp](http://www.bolpatra.gov.np/eqp) बाट दर्ता गरिसक्नु पर्नेछ। प्राप्त हुन आएका दरभाउपत्रहरू मिति २०८१।०५।०४ गते दिनको १:०० बजे यस आयोगको कार्यालयमा खोलिएछ।

३. दरभाउपत्र दर्ता गर्ने अन्तिम दिन र खोलिए दिन सार्वजनिक विदा परेमा सो को भोलिपल्ट वा कार्यालय खुलेको दिन माथि उल्लेखित समयमा नै दरभाउपत्र दाखिला गर्ने र खोल्ने कार्य हुनेछ।

४. दरभाउपत्रदाताले दरभाउपत्र फारममा उल्लेख भए बमोजिम विडवण्ड जम्मा गरेको बैंक भौचरको सक्कल प्रति वा सो बराबरको नेपालस्थित कुनै वाणिज्य बैंकबाट यस आयोगको नाममा जारी गरिएको कम्तीमा ७५ (पचहत्तर) दिन मान्य अवधि भएको विना शर्तको सक्कल बैंक जमानी पत्र अनिवार्य रूपमा पेश गर्नुपर्नेछ।

५. दरभाउपत्रदाताले कबोल गरेको इकाई दर रेट तथा कुल रकम, अंक र अक्षरमा प्रष्ट हुने गरी उल्लेख गर्नुपर्नेछ।

६. दरभाउपत्रदाताले दरभाउपत्रका कागजातहरू विस्तृत रूपमा अध्ययन गरी सोको आधारमा मात्र दरभाउपत्र दाखिला गर्नुहुन सूचित गरिन्छ।

७. यस सम्बन्धमा अन्य केहि कुराहरू बुझ्नु परेमा कार्यालय समयभित्र यस कार्यालयमा सम्पर्क गर्न सकिनेछ। अन्य शर्तहरू दरभाउपत्र फारममा उल्लेख भए बमोजिम हुनेछ।

८. दरभाउपत्र मान्य हुने अवधि: दरभाउपत्र पेश गर्ने अन्तिम मितिबाट ४५ दिन।

९. दरभाउपत्र जमानत (विडवण्ड): दरभाउपत्रदाताले दरभाउपत्रको फारम साथ जमानत (विडवण्ड) वापत रु. २७,८९०।- (अक्षरेपी रु सत्ताईस हजार आठ सय नब्बे मात्र) प्रदेश लेखा नियन्त्रकको कार्यालय, कर्णाली प्रदेशको राष्ट्रिय वाणिज्य बैंक लिमिटेड, सुर्खेत शाखाको खाता नं. ४०८०१००२०२०३०००० मा जम्मा गरेको बैंक भौचरको सक्कल प्रति वा सो बराबरको नेपालस्थित कुनै वाणिज्य बैंकबाट यस आयोगको नाममा जारी भएको कम्तीमा ७५ दिन मान्य अवधि भएको विना शर्तको बैंक जमानी पत्र अनिवार्य रूपमा संलग्न गर्नुपर्नेछ।

१०. दरभाउपत्र पूर्ण वा आंशिक रूपमा स्वीकृत गर्ने/नगर्ने वा रद्द गर्ने सम्पूर्ण अधिकार यस आयोगमा सुरक्षित रहनेछ।



# प्रदेश लोक सेवा आयोग

## कर्णाली प्रदेश, सुर्खेत



सुरक्षा सेवा ठेक्कामा गराउने सम्बन्धी दरभाउपत्रदातालाई साधारण जानकारी

१. यस आयोगको सम्पूर्ण भौतिक सम्पत्ति, साधन र पूर्वाधार लगायत कम्पाउण्ड क्षेत्रको सुरक्षार्थ स्तरीय सुरक्षा प्रदान गर्ने साथै तोकिएको क्षेत्र भित्र प्रवेश तथा प्रस्थान गर्ने व्यक्ति तथा सवारी साधनहरूको अभिलेख राख्न नेपाल सरकार श्रम मन्त्रालयको सम्बन्धित निकायबाट इजाजत प्राप्त कम्पनी, संघ/संस्था वा सरकारी कार्यालयमा सुरक्षा सेवा प्रदान गरेको फर्म वा कम्पनीबाट दरभाउपत्र आह्वान गरिन्छ।

१.१ दरभाउपत्र फाराम वापतको शुल्क: - रु.१०००।-(अक्षरूपी एक हजार रुपैया)

दरभाउपत्र फाराम वापतको बुझाउने तरिका:- <https://revenue.fcgo.gov.np/> पोर्टल लगइन गरी दिइएको निर्देशानुसार प्रदेश लोक सेवा आयोग, कर्णाली प्रदेशको तपसिल बमोजिमको कार्यालय कोड र राजस्व शीर्षकमा दरखास्त दस्तुर जम्मा गरी उक्त रकम जम्मा भएको भौचरको प्रति संलग्न गरी दरखास्त पेश गर्नुपर्नेछ।

कार्यालय कोड:- २१०००६८०१६ (प्रदेश लोक सेवा आयोग, कर्णाली प्रदेश)

राजस्व शीर्षक नं.:- १४२२९

दाखिला गरिएको सक्कल बैंक भौचर, फर्म वा कम्पनीको दर्ता, इजाजतपत्रको प्रतिलिपी, आयकर दर्ता प्रमाणपत्रको प्रतिलिपी र करचुक्ता प्रतिलिपी रीतपूर्वकको निवेदन भरी e-Submission प्रक्रिया अवलम्बन गरी [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) बाट दरभाउपत्र खरिद तथा दर्ता गर्न सकिनेछ।

१.२ दरभाउपत्रदाताले निम्न अनुसारको कागजातहरू दरभाउपत्रसाथ अनिवार्य रूपमा पेश गर्नुपर्नेछ, अन्यथा त्यस्तो दरभाउपत्र उपर कुनै कारवाहि गरिने छैन। यसका साथै दरभाउपत्रदाताले आवश्यक ठानेका थप कागजात समेत पेश गर्न सक्नेछ।

क. फर्म, संस्था वा कम्पनी दर्ता प्रमाणपत्रको प्रमाणित प्रतिलिपी,

ख. आ.व. २०७९।८० को कर चुक्ता प्रमाणपत्रको प्रमाणित प्रतिलिपी,

ग. मू.अ. कर दर्ता प्रमाणपत्रको प्रमाणित प्रतिलिपी,

घ. सम्बन्धित निकायबाट सुरक्षा सम्बन्धी कार्यको लागि नवीकरण गरेको फर्म/कम्पनी दर्ता प्रमाणपत्रको प्रमाणित प्रतिलिपी,

ड. श्रमिक आपूर्ति गर्न लिइएको इजाजत पत्र,

च. दरभाउपत्र जमानत वा धरौटी जम्मा गरेको नगद रकमको सक्कल भौचर,

छ. दरभाउपत्रमा हस्ताक्षर गर्ने आधिकारिक व्यक्तिको Power of Attorney र Signature Specimen को आधिकारिक पत्र,

ज. दरभाउपत्रदाता खरिद कारवाहिमा भाग लिन अयोग्य नभएको, प्रस्तावित खरिद कारवाहिमा आफ्नो स्वार्थ नबाझिएको र सम्बन्धित पेशा वा व्यवसाय सम्बन्धी कसूरमा आफूले सजाय नपाएको भनी लिखित रूपमा गरेको घोषणा,

१.३ यस र यस पछिका प्रकरणहरूमा पहिलो पक्ष भन्नाले प्रदेश लोक सेवा आयोग, कर्णाली प्रदेशलाई जनाउने छ र दोश्रो पक्ष भन्नाले दरभाउपत्रदातालाई जनाउने छ। अधिकार प्राप्त अधिकारी भन्नाले यस आयोगका सचिव वा निजले तोकेको व्यक्तिलाई जनाउने छ।

१.४ दरभाउपत्र यस आयोगको कार्यालय सुर्खेतमा मिति २०८१।०५।०४ गते दिनको १:०० बजे सबै दरभाउपत्रदाता वा निजको अधिकृत प्रतिनिधिहरूको उपस्थितिमा खोलिनेछ। उक्त दिन सार्वजनिक विदा पर्न गएमा सो को भोलिपल्ट कार्यालय समयमा खोलिनेछ। दरभाउपत्रदाताको उपस्थिति नभएमा दरभाउपत्र खोल्न बाधा हुने छैन।

१.५ दरभाउपत्र बुझाउने वा खोल्ने दिन विदा परेमा त्यसपछिको लगत्तै कार्यालय खुलेको दिनमा उक्त कार्य गरिने छ। तोकिएको मिति र समय पछि प्राप्त भएको दरभाउपत्रहरू उपर कुनै कारवाहि गरिने छैन।

१.६ प्राप्त भएका दरभाउपत्र पूरा वा आंशिक रूपमा स्वीकार गर्ने वा नगर्ने वा रद्द गर्ने सम्पूर्ण अधिकार पहिलो पक्षमा सुरक्षित रहने छ।

**२. दरभाउपत्रको आधार:** दरभाउपत्रको सम्पूर्ण भाषाहरू नेपाली/अंग्रेजी वा दुवैमा हुनेछ। प्रस्तुत दरभाउपत्र पेश गर्ने सम्बन्धमा निर्देशन तथा शर्तहरू निम्न कागजात अनुसार कार्यान्वयन गरिनेछ।

क. दरभाउपत्र दरखास्त फाराम,

ख. दरभाउपत्र सम्बन्धी शर्तहरू

ग. मूल्य विवरण सूची,

घ. दरभाउपत्र सम्बन्धी अन्य कागजातहरू, आदि।

**३. दरभाउपत्रको तयारी:**

३.१ दरभाउपत्र दाखिला गर्नु अगाडि उल्लेखित शर्तहरूको अध्ययन, परिमाण र सम्बन्धित स्थानमा गई सुरक्षा गर्नुपर्ने क्षेत्रको राम्ररी अध्ययन गरी दरभाउपत्र भरी पेश गर्नुपर्नेछ। दरभाउपत्रमा उल्लेखित कुराहरू वा शब्दहरूको अर्थ स्पष्ट नभएमा दरभाउपत्र दर्ता गर्नुपूर्व पहिलो पक्षको कार्यालयमा कार्यालय समयभित्र सम्पर्क राखि जानकारी दिन सकिनेछ।

३.२ दरभाउपत्रदाताले कबोल गरेको दरमा परिवर्तन गर्ने सम्बन्धमा कुनै शर्त राख्न पाइने छैन।

३.३ दरभाउपत्रदाताले आफूले कबोल गरेको रकमलाई परिमाणको मूल्य अंक तथा अक्षर दुबैमा प्रष्ट खुलाउनुपर्नेछ।

३.४ दरभाउपत्रदाताले मूल्य विवरण सूची (विल अफ क्वान्टिटी) को उल्लेखित आवश्यक ठाँउमा प्रष्ट संग रकम भर्नुपर्नेछ।

३.५ दरभाउपत्रको मान्य हुने अवधि: दरभाउपत्रको मान्य अवधि ४५ दिनको हुनेछ। यस्तो अवधिको गणना दरभाउपत्र पेश गर्ने अन्तिम मितिबाट प्रारम्भ हुनेछ। कार्यालयले दरभाउपत्र खोलेपछि दरभाउपत्र मान्य हुने अवधि बढाउनुपर्ने भएमा सो को कारण खुलाई आवश्यकता अनुसार दरभाउपत्र मान्य हुने अवधि बढाउन सक्ने छ।

३.६ दरभाउपत्र जमानत (विड बन्ड): दरभाउपत्रदाताले दरभाउपत्रको फाराम साथ जमानत (विड बन्ड) वापत रु. २७,८९०।- (अक्षरेपि रु सत्ताईस हजार आठ सय नब्बे मात्र) को प्रदेश लेखा नियन्त्रकको कार्यालय, कर्णाली प्रदेशको राष्ट्रिय वाणिज्य बैंक लिमिटेड, सुर्खेत शाखाको खाता नं. ४०८०१००२०२०३०००० मा जम्मा गरेको बैंक भौचरको सक्कल प्रति वा सो बराबरको नेपालस्थित कुनै वाणिज्य बैंकबाट यस आयोगको नाममा जारी भएको कम्तीमा ७५ दिन मान्य अवधि भएको विना शर्तको बैंक जमानी पत्र अनिवार्य रुपमा संलग्न गर्नुपर्नेछ। दरभाउपत्र स्वीकृत नभएको खण्डमा दरभाउपत्रदाताको विड बन्ड फिर्ता दिइनेछ। तर, स्वीकृत दरभाउपत्रको हकमा भने परफर्मेन्स बन्ड जम्मा गरी सेवा सम्झौता गरेपछि मात्र विडबन्ड फिर्ता गरिनेछ।

३.७ संयुक्त उपक्रम (Joint Venture): Not Applicable

४. दरभाउपत्रको मूल्याङ्कन / विधि: दरभाउपत्रको मूल्याङ्कन निम्न लिखित आधारमा गरिनेछ।

४.१ माथि बुँदा नं १.२ मा उल्लेखित बमोजिमको कागजातहरू,

४.२ मूल्य विवरण सूची,

४.३ न्यूनतम मूल्याङ्कित सारभूत रुपमा प्रभावग्राहि दरभाउपत्र छनौट गरिनेछ। समान रकम कबोल गर्ने न्यूनतम मूल्याङ्कित सारभूतरुपमा प्रभावग्राहि दरभाउपत्र १ भन्दा बढि भएमा त्यसरी समान रकम कबोल गर्ने दरभाउपत्रदाताको प्रतिनिधि, दरभाउपत्र मूल्याङ्कन समितिका पदाधिकारीको उपस्थितिमा त्यसरी समान रकम कबोल गर्ने दरभाउपत्रदाताहरू बीच गोलाप्रथा गरी छनौट गरिनेछ। त्यसरी छनौट हुने दरभाउपत्र न्यूनतम मूल्याङ्कित सारभूतरुपमा प्रभावग्राहि दरभाउपत्र हुनेछ। त्यसरी समान रकम कबोल गर्ने दरभाउपत्रदाता प्रतिनिधिहरू पूर्ण वा आंशिक रुपमा अनुपस्थित भएमा पनि तोकिएको समयमा गोलाप्रथा गर्न बाधा पर्ने छैन। गोलाप्रथाबाट छनौट गर्नुपर्ने देखिएमा गोलाप्रथा हुने मिति समय र स्थानको जानकारी सम्बन्धित दरभाउपत्रदातालाई पत्र मार्फत दिइनेछ।

## ५. सुरक्षा सेवा कम्पनीले दिनुपर्ने सेवाहरू र सुरक्षाकर्मीको न्यूनतम योग्यता र सुविधा:

५.१ प्रत्येक स्थानमा दिनको २४ घण्टालाई ८/८ घण्टा गरि ३ सिफ्टको लागि प्रत्येक दिनको सुरक्षा दिनुपर्नेछ।

५.२ सैनिक तथा प्रहरी सेवा बाट कुनै बात वा कसूर नलागी अवकाश भएको सुरक्षाकर्मीहरूलाई पहिलो प्राथमिकता दिनुपर्नेछ। आवश्यक संख्यामा सबै सुरक्षाकर्मीहरू त्यसरी अवकाश प्राप्त नपाइएमा सुरक्षा सम्बन्धी तालिम प्राप्त गरी कम्तीमा ५ वर्ष कार्य गरेको अनुभव प्राप्त व्यक्तिको छनौट गर्नुपर्नेछ।

५.३ सुरक्षाकर्मीको उमेर २० वर्ष पुरा भई ५५ वर्ष ननाघेको हुनुपर्नेछ।

५.४ सुरक्षाकर्मी शारीरिक रूपमा तन्दुरुस्त, विश्वासिलो, भरपर्दो तथा मादक पदार्थ सेवन नगर्ने हुनुपर्दछ।

५.५ सुरक्षाकर्मीको लागि अनिवार्यरूपले कम्पनीको लोगो भएको युनिफर्म, मौसम अनुसारको लत्ता कपडाको साथै सुरक्षा कार्यमा खटिँदा आवश्यक पर्ने हातहतियार (जस्तै खुकुरी, लठ्ठी आदि), टर्चलाइट, गमबुट, छाता, वर्षादि तथा सुरक्षा सेवामा आवश्यक पर्ने अन्य सम्पूर्ण कुराहरू दोश्रोपक्ष (सुरक्षा सेवा प्रदायक कम्पनी) ले नै उपलब्ध गराउनुपर्नेछ।

५.६ कुनै सुरक्षाकर्मीले आफ्नो ड्युटी राम्रोसंग गरेको छैन भन्ने पहिलो पक्षलाई लागेमा सो को जानकारी तुरुन्त सुरक्षा सेवा प्रदायक कम्पनीलाई गराइनेछ। यसरी दोश्रो पक्षलाई जानकारी गराएको २४ घण्टाभित्र निज सुरक्षाकर्मीलाई सेवा प्रदायक कम्पनीले सेवाबाट हटाउनुपर्नेछ। जानकारी गराउदा समेत सो सम्बन्धी कारवाहि अगाडी नबढाएमा प्रथम पक्षले ठेक्का पट्टा तोड्ने तर्फ कारवाहि अगाडी बढाउने छ।

५.७ काम विशेष वा अस्वस्थताको कारणले शिफ्ट ड्यूटीमा रहेका सुरक्षाकर्मी ड्यूटीमा आउन नसकेको अवस्थामा निजको सट्टा तुरुन्त अर्को सुरक्षाकर्मीको व्यवस्था मिलाउनुपर्नेछ।

## ६. सुरक्षाकर्मीले सम्पादन गर्नुपर्ने कार्यहरू:

१) आयोगले तोकेको क्षेत्रको सुरक्षा गर्ने।

२) तोकिएको क्षेत्रभित्र बाहिरका व्यक्तिलाई प्रवेश गर्न नदिने। तर कार्यालयको कामले आउने व्यक्तिलाई सम्बन्धित अधिकार प्राप्त अधिकारीको स्वीकृति लिएर तथा कार्यालयमा कार्यरत कर्मचारीहरूलाई भेट्न आउने व्यक्तिलाई सो कर्मचारीले निज व्यक्तिलाई चिनेको निधो गरि रजिष्टरमा निजको नाम, ठेगाना भेट्न आएको व्यक्तिको नाम, आएको समय तथा हस्ताक्षर आदि स्पष्टसंग लेखेर मात्र कार्यालयमा प्रवेश दिने र निज निस्केको समय समेत रजिष्टरमा स्पष्ट उल्लेख गरि हस्ताक्षर गराउने।

३) तोकिएको क्षेत्रमा अन्य सवारी साधन, ईमरजेन्सी सेवाका एम्बुलेन्स, दमकल आदि बाहेक अन्य कार्यालय वा व्यक्तिहरूका सवारी साधनहरू अधिकार प्राप्त अधिकारीको स्वीकृति विना प्रवेश र पार्किङ गर्न नदिने।



४) कार्यालय तथा स्टोर भित्र कुनै सामान भण्डारण गर्न ल्याएमा अधिकार प्राप्त अधिकारीको स्वीकृति लिएर मात्र राख्न दिने। कार्यालय वा स्टोर/गोदाम भित्रको कुनै सामान स्वीकृत गेटपास बिना उठाउन वा बाहिर लान नदिने।

५) कुनै पनि सवारी साधन कार्यालय तथा स्टोर/गोदाम क्षेत्र भित्र पसेको र बाहिर निस्केको समय टिप्ने तथा गाडीमा रहेको सामानको निरिक्षण गर्ने र गेटपासमा उल्लेख सामान बाहेक अन्य सामान बाहिर लान नदिने।

६) कार्यालय तथा स्टोर/गोदाम क्षेत्रमा रहेका उपकरणहरु तथा सामानहरु र स्टोरको सुरक्षा गर्ने।

७) मुल गेट खोल्ने र बन्द गर्ने।

८) यस कार्यालय अन्तर्गतको तोकिएको क्षेत्रमा राउण्ड लगाउने र सम्पूर्ण सामानको जिम्मेवारीपूर्वक सुरक्षा गर्ने।

९) सुरक्षाकर्मीले आफ्नो ड्युटिमा कुनै सुरक्षा सम्बन्धी समस्या, हानि नोक्सानी आदिको जानकारी अधिकार प्राप्त अधिकारी एवम् सुरक्षाको दृष्टिकोणले सम्बेदनशील अवस्थाको हकमा आवश्यकतानुसार प्रहरी वा सुरक्षा निकायलाई समयमै जानकारी गराउनु पर्नेछ।

१०) समय समयमा कार्यालयबाट प्राप्त निर्देशन बमोजिम कार्य गर्ने।

११) आयोगको मुख्य प्रवेशद्वारको २ वटा खण्डहरूमध्ये ठूला सवारी साधनको प्रवेशका लागि बनाइएको खण्डबाट दुई पाङ्ग्रे तथा ठूला सवारी साधन भित्र र बाहिर आउँदा छोड्ने र पठाउने।

१२) मुख्य प्रवेशद्वारको दक्षिण तर्फको सानो खण्डलाई व्यक्ति ओहोर दोहोर गर्नका लागि खुल्ला राखी कर्मचारी बाहेकका सेवाग्राही, आगन्तुकलाई आवश्यक चेक जाँच गरी लग बुकमा प्रवेश गर्नको उद्देश्य, भेटघाट गर्ने कर्मचारीको नाम, समय सहितको विवरण उल्लेख गराई मात्र प्रवेश दिने।

१३) आयोगका दुईवटा भवनहरु तथा कार्यक्षेत्रहरुको ढोकाहरु, बत्ति, पंखा, A/C हरू कार्यालय समय पश्चात बन्द भए/नभएको यकीन गरी खुला रहेका उपकरणहरुलाई बन्द गरी ढोकाहरु बन्द गर्ने र साँचोहरु नियमित रुपमा किबोर्डमा सुरक्षित राख्ने व्यवस्था मिलाउनु पर्नेछ।

१४) सार्वजनिक बिदा वा कार्यालय समय बाहेक आयोगको बैठक, परीक्षा सञ्चालन, अन्तर्वार्ता, उत्तरपुस्तिका परीक्षण, लगायतका गोष्ठी वा अन्य कार्यहरु सन्चालन हुने भएमा वा काम विशेषले कर्मचारी कार्यालयमा उपस्थित भएको अवस्थामा मूल गेट र दुबै भवनका मूल ढोका निजको कार्य कक्ष खोल्ने र बन्द गर्ने।

१५) आयोगभित्र आउने सवारी साधनको व्यवस्थापन, आयोगभित्र आउने सम्पूर्ण सवारी साधनहरुलाई पार्किङ्ग सम्बन्धी जानकारी गराउने र तोकेको सम्बन्धित पार्किङ्गमा राख्न लगाउने व्यवस्था अनिवार्य रुपमा गर्नु पर्नेछ।

## ७) आशयको सूचना:

७.१ दरभाउपत्र मूल्याङ्कन समितिबाट छनौट भइ सिफारिश भइ आएको दरभाउपत्रदातालाई नियमानुसार निजको दरभाउपत्र स्वीकृत गर्ने आशयको सूचना दिइने छ। छनौट भएको दरभाउपत्रदाताको नाम, ठेगाना र कबोल रकमको जानकारी अन्य दरभाउपत्रदातालाई समेत दिइने छ।

७.२. बुँदा ७.१ बमोजिम सूचना दिएको ७ (सात) दिन भित्र कुनै दरभाउपत्रदाताले पुनरावलोकनको लागि निवेदन नदिएको अवस्थामा बुँदा ७.१ बमोजिम छनौट भएको दरभाउपत्रदाताको दरभाउपत्र स्वीकृत गरी निजलाई ७ दिन भित्र कार्य सम्पादन जमानत (पर्फर्मेन्स बन्ड) दाखिला गर्न सूचना दिइनेछ।

७.३ बुँदा ७.२ बमोजिम सूचना दिइएको ७ दिन भित्र कार्य सम्पादन जमानत दाखिला गरी दरभाउपत्रदाता सम्झौता गर्न नआएमा निजको दरभाउपत्रको जमानत रकम जफत गरी सो भन्दा लगत्तै पछिको अर्को न्यूनतम मूल्याङ्कित सारभूत रुपमा प्रभावग्राहि दरभाउपत्रदाताको दरभाउपत्र स्वीकृत गरी करार सम्झौता गरिनेछ।

## ८) कार्य सम्पादन जमानत (पर्फर्मेन्स बन्ड)

८.१ अभिप्राय पत्र प्राप्त गरेपछि ठेकेदारले दरभाउपत्रमा आफूले कबोल गरेको रकमको ५ प्रतिशतका दरले हुन आउने रकम कार्यालयले अभिप्राय पत्रमा उल्लेख गरे बमोजिमको बैंकमा जम्मा गरी सो को सक्कल भौचर वा नेपालस्थित वाणिज्य बैंकबाट कार्यालयको नाममा जारी गरेको सो रकम बराबरको शर्त रहितको बैंक जमानी पत्र सहित सेवा सम्झौता गर्न कार्यालयमा उपस्थित हुनुपर्नेछ।

## ९) आयोगले उपलब्ध गराउने सेवाहरु:

१) कार्यालयमा ड्युटिको लागि पाले घरको व्यवस्था।

२) विजुली बत्ती र पानीको व्यवस्था।

१०) परिमाणको व्याख्या: यदि परिमाणको मूल्य पत्रमा उल्लेखित कुनै कार्य (आइटम) को कूल रकम र सोही आइटमको कार्य परिमाणलाई कबोल गरेको इकाई दरले हिसाब गर्दा फरक पर्न गएमा इकाई दरले परिमाणलाई गुणा गर्दा आउने रकमलाई नै ठीक रकम मानी सच्याइनेछ र प्रस्तावमा लेखिएको कूल मूल्य सोही बमोजिम संशोधन हुनेछ। इकाई दरको आधारमा मूल्याङ्कन गरी अंक र अक्षर फरक परेमा अक्षरलाई मान्यता दिइनेछ। यस कार्यालयले दरभाउपत्रदाताको बोल कबोल गरेको इकाई दर कायम रहने गरी परिमाणमा आवश्यकता अनुसार थप घट गर्न, हेरफेर गर्न वा रद्द गर्न सकिनेछ।

## ११. स्थलगत निरीक्षण:

११.१ दरभाउपत्रदाताले दरभाउपत्र दाखिला गर्नुअघि सुरक्षा सेवा प्रदान गर्नुपर्ने क्षेत्रहरुको कार्यालय समयभित्र निरीक्षण गर्नसक्ने छन्।

११.२ दरभाउपत्र दर्ता गरिसकेपछि दरभाउपत्रदाताले सुरक्षा सेवा प्रदान गर्नुपर्ने क्षेत्रहरूको निरीक्षण गरिसकेको मानिने छ। दरभाउपत्र दर्ता भए पश्चात दरभाउपत्रदाताले कुनैपनि प्रकारको अन्य अनभिज्ञता प्रकट गर्न पाँउने छैनन्।

१२. दरभाउपत्र अस्वीकृत हुने अवस्था: प्राप्त दरभाउपत्रहरू निम्नलिखित अवस्थाहरूमा कार्यालयले अमान्य घोषित गरी रद्द गर्नसक्ने छ।

१२.१ दरभाउपत्र फारामको परिमाण मूल्य पत्रमा दर/रेट अंकित गरी त्यस फाराममा दरभाउपत्रदाताको सहीछाप नभएमा,

१२.२ दरभाउपत्र फाराम तोकिएको मिति र समय भित्र दाखिला हुन नआएमा,

१२.३ दरभाउपत्र अधुरो भएमा,

१२.४ कुनै अन्य कारणबाट रद्द गरिने भनी दरभाउपत्रमा उल्लेख भए अनुसार दरभाउपत्र पेश भएमा

१२.५ बैंक भौचर बिना दरभाउपत्र दर्ता गरेमा,

१२.६ बोलपत्रदाता यस भन्दा पहिले नै कालो सूचीमा सूचीकृत भएमा,

१२.७ दरभाउपत्र हुलाक, कुरियर वा तोकिएको c-submission बाहेकको माध्यमबाट प्राप्त हुन आएमा,

१२.८ यस दरभाउपत्रको अन्य दफाहरूमा उल्लेख भएको योग्यता पुरा नभएमा वा अन्य सारभूत शर्तहरू पुरा नभएमा,

१२.९ एउटै दरभाउपत्रदाताले आफ्नो र अरुको नामबाट समेत एक भन्दा बढी दरभाउपत्र दाखिला गरेमा,

१२.१० आपूर्ति गरिने श्रमिकको पारिश्रमिक र अन्य सुविधाका सम्बन्धमा श्रम ऐन, २०७४ को दफा ५८ (३) ले तोकेको न्यूनतम ज्याला (न्यूनतम ज्यालामा आधारभूत पारिश्रमिक, महंगी भत्ता, चाडपर्व खर्च, साप्ताहिक विदा, सार्वजनिक विदा, घर विदा, बिरामी विदा साथै सामाजिक सुरक्षा कोष, उपदान, संचय कोष लगायतको रकम भन्दा घटी कबोल गरेमा।

१३. दरभाउपत्रदाता सम्झौता गर्न आउने: दरभाउपत्र स्वीकृत भइसकेपछि सम्बन्धित दरभाउपत्रदातालाई निजको दरभाउपत्र स्वीकृत भएको जानकारी प्राप्त ठेगानामा दिइने छ। साथै, दरभाउपत्र स्वीकृतको सूचना यस आयोगको सूचना पाटीमा टाँस गरिने तथा आयोगको website मा समेत प्रकाशन गरिने छ। तोकिएको समयभित्र सम्झौता गर्न आउनु दरभाउपत्रदाताको कर्तव्य हुनेछ। समयमै दरभाउपत्रदाता सम्झौता गर्न नआएमा निजले दरभाउपत्रसाथ पेश गरेको विड वन्ड वापतको रकम जफत गरी दोश्रो न्यूनतम बोलकबोल गर्ने दरभाउपत्रदातासंग खरिद सम्झौता गरिने छ। साथै, सेवा सम्झौता गर्दा श्रम ऐन वा सो ऐन अन्तर्गत बनेको नियमको प्रतिकूल हुनेगरी श्रम सम्झौता हुने छैन। भएमा स्वतः बदर हुनेछ।

#### १४. सम्झौताको म्याद:

१४.१ यो सम्झौताको म्याद बढीमा १ (एक) वर्ष सम्मको लागि गरिने छ। सुरक्षासम्बन्धी कार्य सन्तोषजनक लागेमा र दुवै पक्षले सम्झौता अवधि बढाउन चाहेमा कार्यालयलाई थप आर्थिक भार नपर्ने गरी ठेक्का सम्झौता पुनः १/१ (एक) वर्ष गरी बढीमा अर्को २ (दुई) वर्षसम्मको लागि म्याद थप गर्न सकिने छ। यसरी नवीकरण गरिएको अवस्थामा पर्फमेन्स बन्डको म्याद नवीकरण गरेको अवधिसम्म दोश्रोपक्षले बढाई पहिलो पक्षलाई उपलब्ध गराउनुपर्नेछ।

#### १५. सम्झौता तोड्ने र असूल उपर गर्ने:

१५.१ सम्झौता अनुसार कुनै सुरक्षाकर्मीहरूले सन्तोषजनक रूपमा कार्य नगरेको प्रथम पक्षलाई लागेमा सो को जानकारी सम्बन्धित सुरक्षा प्रदायक कम्पनीलाई गराइनेछ। सो अनुसार सुरक्षा सेवा कम्पनी वा फर्मले तत्काल २४ घण्टा भित्र निजलाई कारवाहि नगरेमा एक महिनाको अग्रिम जानकारी दिईसम्बन्धित सेवा प्रदायक कम्पनीसंग भएको सम्झौता तोड्न सकिनेछ। यस अवस्थामै निजको सम्पूर्ण धरौटी रकम तथा पर्फमेन्स बन्ड समेत जफत गर्न सकिनेछ।

१५.२ आयोगको चल अचल सम्पत्तिलाई हानी पुर्याउने, ड्युटीमा रहेका सुरक्षाकर्मीको हेलचेक्राइको कारणले कार्यालयलाई हानी नोक्सानी भएमा सो हानी नोक्सानीको रकम निज सुरक्षा प्रदायक कम्पनीको धरौटी रकमबाट कट्टा गरी असूल उपर गरिनेछ। सो बाट पनि नपुग भएमा नेपाल सरकारको सरकारी बाँकी बक्यौता सरह कम्पनी वा फर्मको जायजेथाबाट असूल उपर गरिनेछ हानी नोक्सानीको परिमाणलाई दृष्टिगत गरी पहिलो विद्यमान सम्झौता तोड्न समेत सक्नेछ।

#### १६. भुक्तानीको तरिका:

१६.१ सेवा प्रदायक (आपूर्तिकर्ता) लाई प्रथम पक्षले सम्झौता पत्रमा उल्लेखित रकम तोकिए बमोजिम नेपाली मुद्रामा प्रति महिना प्रचलित नियमानुसार लाग्ने कर कट्टा गरी बाँकी रकम मात्र यस कार्यालयबाट चेक मार्फत भुक्तानी गरिने छ। उपरोक्त रकम बाहेक यस आयोगबाट अन्य कुनै सुविधा दिइने छैन।

१६.२ सुरक्षा गार्डलाई नेपाल सरकारले तोकेको न्यूनतम पारिश्रमिक तथा भत्ता रकम भन्दा कम रकम भुक्तानी गर्न पाउने छैन।

१६.३ कुनै कारणबाट ठेकेदारले सुरक्षाकर्मीहरूलाई पारिश्रमिक नदिएको लिखित जानकारी कुनै सुरक्षाकर्मीले प्रथम पक्षलाई दिएमा प्रथम पक्षले मासिक रूपमा कार्यालयबाट ठेकेदारले ठेक्का सम्झौता अनुसार प्राप्त गर्ने मासिक रकम सोझै सुरक्षाकर्मीहरूलाई भुक्तानी दिनसक्ने छ। यस्तो अवस्था सिर्जना भएमा भुक्तानीको जानकारी मात्र ठेकेदार (दोश्रो पक्ष) लाई गराइनेछ।

१६.४ आपूर्तिकर्ताले प्रत्येक सुरक्षाकर्मीसँग गरेको सम्झौताको प्रतिलिपी कार्यालयमा बुझाउनु पर्नेछ। साथै कार्यालयले भुक्तानी गरेको मासिक रकममा नियमानुसारको हुन आउने सामाजिक सुरक्षा कोष वापतको रकम नियमानुसार दाखिला गर्नुपर्नेछ। आपूर्तिकर्ताले पहिलो महिनाको भुक्तानीको हकमा

सामाजिक सुरक्षाकोषमा सम्बन्धित सुरक्षाकर्मीको विवरण अद्यावधिक गरिएको प्रमाण साथै पेश गर्नुपर्नेछ। दोश्रो महिना देखीको भुक्तानीका लागि आपूर्तिकर्ताले अघिल्लो महिनामा सम्बन्धित सुरक्षाकर्मीको नाममा सामाजिक सुरक्षाकोष दाखिला गरेको प्रमाण पेश गर्नुपर्नेछ।

१६.५. नेपाल सरकारले सुरक्षाकर्मीहरूको न्यूनतम पारिश्रमिक तथा सेवा शर्तमा फेरबदल गरेको अवस्थामा दुवै पक्षको सहमतिबाट फेरबदल भएको पारिश्रमिक तथा सेवा शर्तलाई आधार मानी पारिश्रमिक तथा सेवा शर्त पुनः निर्धारण गर्न सकिनेछ।

१७. दुर्घटना र हानी नोक्सानीबाट बचावटः कार्यालयलाई सुरक्षा प्रदान गर्ने सन्दर्भमा कुनै पनि दुर्घटना हुन नपाउने गरि सुरक्षाकर्मीले आफ्नो सुरक्षा आफै गर्नुपर्नेछ। अकस्मात कुनै दुर्घटना हुन गएमा पहिलो पक्षले निज सुरक्षाकर्मीलाई कुनै पनि किसिमको क्षतिपूर्ति दिने छैन। दुर्घटनामा पर्ने व्यक्तिलाई यथोचित क्षतिपूर्ति दिने सम्पूर्ण दायित्व सम्बन्धित ठेकेदार (दोश्रोपक्ष) को हुनेछ। दोश्रो पक्षले कार्यरत रहने सम्पूर्ण सुरक्षाकर्मीको दुर्घटना बीमा समेत गर्नुपर्नेछ।

१८. यस संग सम्बन्धित अन्य कानूनी कुराः यस विषयसंग सम्बन्धित कुनै पनि कानूनी कुरा उठ्न गएमा यस दरभाउपत्रमा उल्लेख भएको बुँदाहरूको लागि सोही अनुसार र उल्लेख नभएकोमा यस आयोगको प्रचलित आर्थिक कार्यविधि नियमावली अनुसार हुनेछ। त्यसमा पनि उल्लेख नभएमा नेपाल सरकारको प्रचलित कानून बमोजिम हुनेछ।

१९. सूचना पठाउने ठेगानाः यो दरभाउपत्रको विभिन्न ठाँउमा दरभाउपत्रदाताको नाम, ठेगाना उल्लेख गर्नहुन भनी उल्लेख गरिएको छ। उल्लेख गरिएको ठेगानालाई नै पहिलो पक्षले पत्राचारको ठेगाना मान्नेछ। सो ठेगानामा बुझाएको वा रजिष्ट्रि गरी डाँक पठाइएको वा उल्लेख गरिएको ठेगानामा पठाइएको इमेल निज कहाँ समयमै पुगेको मानिने छ।

२०. ठेक्का अवधिः यो ठेक्काको अवधि बढीमा १ (एक) वर्ष सम्मको लागि मात्र हुने छ।

२१. सुरक्षाकर्मीको संख्याः कार्यालयले सम्झौता पश्चात आपूर्तिकर्ता कम्पनीलाई आफ्नो आवश्यकता अनुसारको संख्यामा सुरक्षाकर्मी उपलब्ध गराउन जानकारी दिनेछ। उक्त संख्यामा घटि वा बढि सुरक्षा गार्डहरू आवश्यक परेमा थपघट गर्नुपर्ने भई कार्यालयले अनुरोध गरेको खण्डमा साबिक रेटमा नै आपूर्तिकर्ताले सुरक्षागार्ड उपलब्ध गराउनुपर्नेछ।

## प्रस्तावित कबोल रकमको विवरण

### सुरक्षा सेवाको लागि कबोल रकम (BOQ)

क्र.सं.	विवरण	संख्या	मासिक रकम (मूल्य अभिवृद्धि कर बाहेक)		वार्षिक रकम (मूल्य अभिवृद्धि कर बाहेक)
			दर	जम्मा	
१.	सुरक्षा गार्ड	३			
२.	फर्म/कम्पनीले लिने व्यवस्थापन शुल्क	३			
जम्मा रु. (मूल्य अभिवृद्धि कर बाहेक)					
मूल्य अभिवृद्धि कर (१३%)					
जम्मा रु. (मूल्य अभिवृद्धि कर सहित)					

कुल जम्मा

कुल जम्मा (अक्षरमा) :

दरभाउपत्रदाताको सही:

नाम:

पद:

फर्म कम्पनीको नाम र ठेगाना:

फर्म कम्पनीको छाप:

मिति:

माथि उल्लेखित सुरक्षा सेवाको लागि कबोल रकम (BOQ) भर्दा नेपाल सरकारले न्यूनतम पारिश्रमिकको अतिरिक्त श्रम ऐन, २०७४, योगदानमा आधारित सामाजिक सुरक्षा ऐन, २०७४ र प्रचलित कानून बमोजिम श्रम सम्झौता/नियुक्तिपत्र, श्रमिकले पाउने सञ्चयकोष र उपदान लगायतका सुविधाहरू अनिवार्य रूपमा समावेश गर्नुपर्नेछ।

## निवेदनको फर्मेट

### श्री प्रदेश लोक सेवा आयोग

### कर्णाली प्रदेश, सुर्खेत

विषय: सुरक्षा सेवा सम्बन्धी दरभाउपत्रमा भाग लिने सम्बन्धमा।

महोदय,

१) मैले / हामीले त्यस कार्यालयबाट सुरक्षा सेवा सम्बन्धी बोलपत्रमा उल्लेख भएको कार्य विवरणका शर्तहरू, परिमाणको मूल्य पत्र आदि कागजातहरू राम्रोसंग जाँच तथा अध्ययन गरेपछि म/हामी तल सहीछाप गर्नेले रु (अक्षेरूपी, रु ..... )मा उल्लेखित शर्तहरू मूल्य विवरण सूची अनुसार तोकिएका स्थानहरूमा चौबिसै घण्टा भरपर्दो र विश्वसनीय सुरक्षा सेवा प्रदान गर्न मञ्जुरी जनाई यो बोलपत्र पेश गरेको छु/छौं।

२) बोलपत्रमा उल्लेखित शर्तहरूको अधिनमा रहि यस बोलपत्रसंग सम्बन्धित सम्पूर्ण शर्तहरू पुरा गर्ने छु/छौं।

३) मेरो/हाम्रो प्रस्ताव स्वीकृत भएमा त्यस कार्यालयबाट दिइने अभिप्राय पत्र (letter of Intent) द्वारा निर्धारित समयमा तोकिएको Performance Bond सहित ठेक्का सम्झौता गर्न उपस्थित हुनुको साथै सेवा सम्झौताका शर्तहरू निर्धारित समयमा सम्पन्न गर्नुपर्नेछ भन्ने कुरा बुझेको छु/छौं।

४) विना कारण जनाई वा नजनाई आंशिक वा पुरा बोलपत्र स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार त्यस कार्यालयमा निहित भएकोमा म/हामीलाई मञ्जुरी छ।

५) यस बोलपत्रमा उल्लेखित शर्तहरूमा कुनै किसिमको फरक पर्ने भएमा म/हामी जिम्मेवार हुने छु/छौं।

बोलपत्रदाता वा फर्मको नाम:

ठेगाना:

पत्राचारको ठेगाना:

सहि:

प्रोप्राइटरको नाम:

फोन नं:

फर्मको छाप:

मिति:

इ-मेल:

## BID BOND FORM

(FORMAT)

(Bid security-, Mandatory)

Whereas (Name of Bidder)

...(hereinafter called "the for the supply/Construction/Service of bidder") has submitted its bid dated. (according to the tender called by) know all men by these presents that we (Name of Bank) having our ...of (Country Name) (Hereinafter called "the bank") are bound unto registered office at (Name of employer) (hereinafter called "the employer) in the sum of (Amount of the Guarantee in words & figures) for which payment well and truly to be made to the said employer, the bank binds itself, its successors and assigns by these presents. ...day

Sealed with the common seal of the said bank of this.

The Conditions of this obligations are:

1. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or,
2. If the bidder, having been notified of the acceptance of its bid by the employer during the period of bid validity;
  - A. Fails or refuses to execute the form of Agreement when requested; or;
  - B. Fails or refuses to furnish in the performance security, in accordance with the instructions to bidders.

We undertake to pay the employer up to the above said amount according to and upon receipt of the first written demand, without the employer having to substantiate its demand provided that in its demand the employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 90 (ninety) days after the closing date for submission of Bids as stated in the invitation of Bids (Instruction to Bidders) or as extended by you at any time prior to the date and any demand in respect thereof should reach the bank not later than the such date.

(Name of the Bank)

BY

(Name& Title) Authorized Representative



# **SEALED QUOTATION DOCUMENT**

## **Procurement of Goods Sealed Quotation**

**Procurement of Security Guard Service**

**Issued by:**

**Province Public Service Commission, Karnali Province  
Birendranagar, Surkhet Birendranagar Surkhet**

Sealed Quotation Number

PPSCK01-2081-082

Issued On

04-08-2024

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Section VIII.Contract form .....	

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## Abbreviations

BDS.....	Bid Data Sheet
BD .....	Bidding Document
DCS.....	Delivery and Completion Schedule
DP .....	Development Partner
EQC .....	Evaluation and Qualification Criteria
GCC .....	General Conditions of Contract
GoN .....	Government of Nepal
ICC.....	International Chamber of Commerce
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
LGRS .....	List of Goods and Related Services
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPMO .....	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR .....	Schedule of Requirements
TS.....	Technical Specifications
VAT .....	Value Added Tax

**Section - I**  
**Invitation for Sealed Quotation**

# Invitation for Sealed Quotation

Name of the Office: Province Public Service Commission, Karnali Province

Address of the Office: Birendranagar, Surkhet Birendranagar Surkhet

Invitation for Sealed Quotation for the procurement of Procurement of Security Guard Service

Sealed Quotation No: PPSC01-2081-082

Date of Publication : 04-08-2024

1. The Province Public Service Commission, Karnali Province invites sealed quotations from registered Suppliers for the Procurement of Security Guard Service.
2. Eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Birendranagar, Surkhet Birendranagar Surkhet , 083590300, , ppsckarnali@gmail.com.  
OR  
[may visit PPMO website [www.bolpatra.gov.np](http://www.bolpatra.gov.np).]
3. If hard copy is allowed then a complete set of Bidding Documents may be purchased from the office Province Public Service Commission, Karnali Province Birendranagar, Surkhet Birendranagar Surkhet and the office Province Public Service Commission, Karnali Province Birendranagar, Surkhet Birendranagar Surkhet by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.1000.0 till 18-08-2024 12:00 during office hours.
4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e [www.bopatra.gov.np/egp](http://www.bopatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account
  - i. Name of the Bank :Rastriya Banijya Bank Ltd.
  - ii. Name of Office :Province Public Service Commission, Karnali Province
  - iii. Office Code no :2100068016
  - iv. Office Account No :1000100201010006
  - v. Rajaswa (revenue) Shirshak No :14229
5. Sealed bids must be submitted to the office Province Public Service Commission, Karnali Province Birendranagar, Surkhet Birendranagar Surkhet by hand or through e-GP system i.e [www.bopatra.gov.np/egp](http://www.bopatra.gov.np/egp) on or before 18-08-2024 12:00. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at 20-08-2024 13:00 at the office of Province Public Service Commission, Karnali Province Birendranagar, Surkhet Nepal.  
Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of 27890 , which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[4080100202030000] at [Rastriya Banijya Bank Ltd. , Birendranagar, Surkhet,] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

## **Section - II**

### **Instructions to Bidders**

#### **Notes on the Instructions to Bidders**

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

## Section II Instructions to Bidder

1. Scope of Works

1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder

2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance Certificate of 2079/080
4	License Document Security Service Company
5	License Documents of supply labour From Government Agencies

2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.
3. One Quotation per Bidder

3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotation and the Purchaser shall in no case be liable for those costs.
5. Site Visit

5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Quotation Form

6.1 The Quotation Form comprise the documents listed below:
  1. Section I: Invitation for Sealed Quotation (SQ)
  2. Section II: Instructions to Bidders
  3. Section III: Bid Data Sheet
  4. Section IV Quotation Forms and Price Schedule
  5. Section V: Schedule of Requirements
  6. Section VI: General Conditions of Contract (GCC)
  7. Section VII: Special Conditions of Contract
  8. Section VIII: Contract Form
7. Clarification

7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation

8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation

9.1 The Quotation by the Bidder shall comprise the following:
  - a. Quotation Form and Price Schedules
  - b. Bid Security
  - c. Schedule of Requirements
10. Quotation Prices

10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.  
10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.  
10.3 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.
11. Quotation Validity

11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

12. Quotation/Bid Security	<p data-bbox="422 62 1536 241">12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security as specified in the BDS. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.</p> <p data-bbox="422 277 1331 306">12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li data-bbox="456 309 1485 365">(a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</li> <li data-bbox="456 367 1294 396">(b) a cash deposit voucher in the Purchaser's Account as specified in the BDS</li> </ul> <p data-bbox="422 398 1536 517">In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p data-bbox="422 519 1513 638">12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p data-bbox="422 640 874 669">12.4 The Bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li data-bbox="456 672 1449 728">(a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.</li> <li data-bbox="456 730 1508 759">(b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;</li> <li data-bbox="456 761 1190 790">(c) a Bidder involves in fraud and corruption pursuant to clause 26;</li> <li data-bbox="456 792 1505 947">(d) the successful Bidder fails to: <ul style="list-style-type: none"> <li data-bbox="489 822 1181 851">(i) furnish a performance security in accordance with clause 25;</li> <li data-bbox="489 853 1426 882">(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</li> <li data-bbox="489 884 1251 913">(iii) accept the correction of arithmetical errors pursuant to clause 19.1</li> <li data-bbox="489 916 1505 947">(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's</li> </ul> </li> </ul>
13. Format and Signing of Quotations	13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
14. Sealing and Marking of Quotations	<p data-bbox="422 1097 1505 1247">14.1 Bidders may submit their bids by manually or by electronically. When so specified in the BDS. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation.</p> <p data-bbox="422 1249 1458 1305">14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	<p data-bbox="422 1583 1461 1639">18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS</p> <p data-bbox="422 1641 1442 1697">18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	<p data-bbox="422 1915 1437 1971">20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> <li data-bbox="456 1973 983 2002">(a) meets the eligibility criteria defined in Clause 2;</li> <li data-bbox="456 2004 1011 2033">(b) has been properly signed by the authorized person;</li> <li data-bbox="456 2036 962 2065">(c) is accompanied by the required securities; and</li> <li data-bbox="456 2067 1251 2096">(d) is substantially responsive to the requirements of the Bidding documents.</li> </ul>



21. Evaluation and Comparison of Quotations	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <p>(a) only for unit price Contracts, 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.</p> <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Award of Contract	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Purchaser's Right to Accept or Reject	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.</p>
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
25. Performance Security	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>Performance Security Amount =</p> $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$ <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>

26. Corrupt or Fraudulent Practices
- 26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
27. Conduct of Bidders
- 27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.
- 27.2 The Bidder 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 :
- a) give or propose improper inducement directly or indirectly,
  - b) distortion or misrepresentation of facts
  - c) engaging or being involved in corrupt or fraudulent practice
  - d) interference in participation of other prospective bidders.
  - e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be 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..
- 27.3 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
28. Blacklisting Bidder
- 28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
- a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,
  - b) if it is proved later that the bidder/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 bidder from participating in the contract.
  - d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
  - e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,
- 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
29. Publication of contract award notice
- 29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.
- a. Name of the procurement,
  - b. IFB number,
  - c. date and name of newspaper published the IFB notice,
  - d. name of the successful Bidder, and the contract price.
- 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30. Provision of PPA and PPR
- 30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section III Bid Data Sheet

ITB 1	<p>The scope of Supply is :</p> <p>The number of the Invitation for Sealed Quotation (SQ) is :PPSCK01-2081-082The Purchaser is: Province Public Service Commission, Karnali Province</p> <p>The Name of the Project is :Procurement of Security Guard Service</p>
ITB 10	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.27890, which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 10(a)	<p>Cash Deposit Account for Bid Security:</p> <p>Bank Name:Rastriya Banijya Bank Ltd.</p> <p>Bank Address:Birendranagar, Surkhet,</p> <p>Account holder's Name:Pra. Le. Ni. Ka. Dharauti Khata</p> <p>Account Number:4080100202030000</p>
ITB 14.1	<p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:18-08-2024 12:00</p> <p>Address:Birendranagar, Surkhet Birendranagar Surkhet</p>
ITB 18	<p>The Sealed Quotation opening shall take place at :</p> <p>Address :Province Public Service Commission, Karnali Province Birendranagar, Surkhet Nepal</p> <p>Date and Time:20-08-2024 13:00</p> <p>a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend</p>

## **Section - IV**

### **Sample Forms**

# 1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said SQ documents for the sum of *[total SQ 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 SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five ( 5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this SQ, 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 SQ you may receive.

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

## 2. Bidder's Information Form

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]*

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4	Bidder's Year of Registration:	
5	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name:  Address:  Telephone/Fax numbers:  Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	<b>Attached are copies of the following original documents.</b>  <input type="checkbox"/> 1. Firm Registration Certificate  <input type="checkbox"/> 2. Authorization to represent the firm	

### 3. Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

Item	Description	Country of Origin	Quantity	Unit Price <sup>1</sup> EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

**[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]**

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Sealed Quotation for and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

## 4. Bid Security

Bank's Name, and Address of Issuing Branch or Office

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: ..... name and address of Employer.....

Date:.....

Bid Security No.: .....

We have been informed that ..... [*insert name of the Bidder*] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... name of Contract ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... name of Bank. ....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of. . .....amount in figures ..... (. ..... amount in words ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date .....number.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

### Note:

The bid security of ..... has been counter guaranteed by the Bank .....on

..... (Applicable for Bid Security of Foreign Banks).



# Schedule of Requirement

## 1. List of Goods and Related Services

1 Administration defence and social security services			
1.1 Administration services			
1.1.1 Supporting services for the government			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Security Guard	Person	3.0

## 2. Delivery and Completion Schedule

1 Administration defence and social security services					
1.1 Administration services					
1.1.1 Supporting services for the government					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
1	Security Guard	Province Public Service Commission, Karnali Province	7 Days after LOI	7 Days after LOI	

# Technical Specifications

1 Administration defence and social security services				
1.1 Administration services				
1.1.1 Supporting services for the government				
Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Security Guard	First priority should be given to the security personnel who have retired from the military and police services without any wrongdoing. If the required number of all security personnel are not retired in this way, a person with at least 5 years of working experience after receiving security training should be selected.	First priority should be given to the security personnel who have retired from the military and police services without any wrongdoing. If the required number of all security personnel are not retired in this way, a person with at least 5 years of working experience after receiving security training should be selected.	

## **Conditions of Contract**

## Section VI. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>a. "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;</li><li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li><li>c. "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;</li><li>d. "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.</li><li>e. "The Purchaser" means the procuring entity purchasing the goods;</li><li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li></ul>
<b>2. Technical Specification</b>	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
<b>3. Patent Right</b>	<p>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.</p>

<b>4. Performance Security</b>	<p>4.1 Within seven 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 in the SCC.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<b>5. Inspection and Tests</b>	<p>5.1 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</p> <p>5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.</p>
<b>6. Packing</b>	<p>6.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.</p> <p>6.2 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.</p> <p>6.3 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.</p>
<b>7. Delivery of Goods</b>	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
<b>8. Insurance</b>	<p>8.1 The goods supplied under the contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>

<b>9. Warranty</b>	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise specified in the SCC, 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>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 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>10. Payment</b>	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
<b>11. Prices</b>	<p>11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.</p>
<b>12. Changed Order</b>	<p>12.1 Where the Purchaser desires to make changes in <b>Schedule of Requirement</b>, it shall not exceed more than 15 percent.</p>
<b>13. Liquidated Damages</b>	<p>13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.</p>
<b>14. Resolution of Disputes</b>	<p>14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be</p>

	<p>commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>b. the Purchaser shall pay the Supplier any monies due the Supplier.</li> </ul>
<b>15. Governing Language</b>	15.1 The Governing Language shall be: Nepali or English
<b>16. Applicable Law</b>	16.1 The applicable law shall be Laws of Nepal.
<b>17. Notices</b>	<p>17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
<b>18. Taxes and Duties</b>	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
<b>19. Operation, Maintenance and Spare-parts Manuals</b>	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
<b>20. Conduct of Suppliers</b>	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN’s Procurement Act and Regulations.</p> <p>20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul 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 practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> </ul>



	<ul style="list-style-type: none"> <li>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..</li> <li>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</li> </ul>
<b>21. Blacklisting Supplier</b>	<p>21.1 Without prejudice to any right of the Purchaser under this Contract, 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:</p> <ul style="list-style-type: none"> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,</li> <li>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,</li> <li>c. 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 ,</li> <li>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ul> <p>21.2 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 and credit information bureau of Nepal.</p>

Section VII - Special Conditions of Contract (SCC)			
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]			
GCC 1.1.1 (e)	The Purchaser shall be: Province Public Service Commission, Karnali Province		
GCC 4.1	<p>The Currency of of the performance Security shall be in Nepalese Rupees.The amount of the performance security shall be as follows:</p> <p>(i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>(ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p>(iii) Performance Security Amount =[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>		
GCC 9.1	The warranty period shall be : [[13 Month]]		
GCC 10	<p>The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser</p> <p>Payments shall be made in Nepalese Rupees in the following manner:</p> <p>Sample provisions:</p> <p>Advance Payment:[Usually not more than twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document.</p> <p>On Delivery and acceptance:[Hundred (100) percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s. Advance payment shall be deducted and settled in this payment.</p> <p>or</p> <p>On Delivery [Usually eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of Tax Invoice.</p> <p>On acceptance: [Usually eighty (20)] percent. of the Contract Price of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. delivered shall be paid within thirty (30) days upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s</p> <p>or</p> <p>On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services (installation and commissioning of goods (if applicable)) to the satisfaction of the Purchaser. and upon submission of Tax Invoice and claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s</p> <p>TDS shall be deducted as per the prevailing rules and regulations.</p> <p>[Delete those not appropriate]</p> <p>Payments shall be made in Nepalese Rupees in the following manner:.</p>		
	SL No	Milestone Name	Payment Percentage
	1	Advance payment	0
	2	0	100.0
GCC 17.1	<p>For notices, the Purchaser’s address shall be:</p> <p>Attention: Province Public Service Commission, Karnali Province</p> <p>Address: Birendranagar, Surkhet Birendranagar Surkhet</p> <p>Designation:</p> <p>Telephone: 083590300 Facsimile Number:</p> <p>Electronic Mail Address:</p>		

GCC 17.1	<p>For notices, the Suppliers’s address shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Designation:</p> <p>Telephone: <span style="float: right;">Facsimile Number:</span></p> <p>Electronic Mail Address:</p>
GCC 19.1	<p>The Supplier shall supply [[13]]number of copies manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.</p>

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## **Section VIII. Contract Form**

### **1. Letter of Acceptance**

*[on letterhead paper of the Purchaser]*

*Date.....*

To: *(name and address of the Contractor )*

Subject: ..... *Notification of Award*

This is to notify that your Sealed Quotation dated . . . . for execution of the . . . . . *name of the contract and identification number, as given in the Contract Data/SCC* . . . . . for the Contract price of Nepalese Rupees *[insert amount in figures and words in Nepalese Rupees]*, as corrected in accordance with the Instructions to Bidders 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 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid 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:

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## **2. Contract 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 Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ 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. Form of Agreement
  - b. The Purchaser’s Notification of Award
  - c. The General Conditions of Contract;
  - d. Special Conditions of Contract
  - e. Quotation Form and the Price Schedule submitted by the Supplier;
  - f. The Schedule of Requirements;
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:

---

### **3. Performance Security**

Date :

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

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#### **4. Bank Guarantee for Advance Payment**

To: *[name of the Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*