



Invitation for Sealed Quotation-Hard Copy

Name of the Office: Department of Roads, Administration Unit

Address of the Office: Chakupat Lalitpur

Invitation for Sealed Quotations for the procurement of the goods/services listed in the table below.

Date of first Publication: 2083-06-16

1. The **Department of Roads, Administration Unit** invites sealed quotations from registered Suppliers for the following:

S.N.	Sealed Quotation No.	Name of Procurement	Document Fee (NRs.)	Bid Security (NRs.)
1	06-IMU/SQ/083/84	Supply of Security Guard for Department of Road	1,000.00	23,000.00
2	07-IMU/SQ/083/84	Supply of Cleaners for Department of Road	1,000.00	15,000.00

2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of office of Chakupat, Lalitpur, administration@dor.gov.np, or may visit www.dor.gov.np.
3. A complete set of Bidding Documents may be purchased from the office **Department of Roads, Administration Unit** and the office **Department of Roads, Administration Unit** by eligible Bidders on the submission of a written application, along with the copy of the company/firm registration certificate, and upon payment of a non-refundable fee as specified in the table above for each SQ till **2083-06-22** during office hours in the following account:
Name of the Bank: **Rastriya Banijya Bank Ltd.**
Name of Office: **Department of Roads, Administration Unit**
Office Code no. : **337013520** Office Account no.: **1000100200010000**
Rajaswa (revenue) Shirshak no. : **14229**
4. Sealed bids must be submitted to the office **Department of Roads, Administration Unit, Chakupat, Lalitpur** by **mail / by hand / by courier** before **12:00** on **2083-06-23**. Bids received after this deadline will be rejected. A separate sealed quotation shall be submitted for each SQ, clearly marked with the respective SQ No. on the envelope.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at **2083-06-23 13:00 hours** at the office of **Department of Roads, Administration Unit, Chakupat, Lalitpur**. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security of the amount specified in the table above for the respective SQ, which shall be valid for 30 days beyond the validity period of the bid (i.e. **2083-09-09**). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. **1201200001002524** at **NEPAL RASTRA BANK**, **Kathmandu** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
6. 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.
7. The Purchaser reserves the right to accept or reject, wholly or partly, any or all the Sealed Quotations without assigning any reason whatsoever.


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BIDDING DOCUMENT

For

THE PROCUREMENT OF

Supply of Cleaners for Department of Road.

[07-IMU/SQ/083/84]

Sealed Quotation (SQ)

Department of Roads, Administration Unit

Chakupat Lalitpur

Issued on: 2083-06-16

Issued to: Eligible Suppliers

Invitation for Quotations No.: 07-IMU/SQ/083/84

SQ No.: 07-IMU/SQ/083/84

Section I. Invitation for Sealed Quotation

Name of the Office: Department of Roads, Administration Unit

Address of the Office: Chakupat Lalitpur

Invitation for Sealed Quotation for the procurement of **Supply of Cleaners for Department of Road.**

Sealed Quotation No: 07-IMU/SQ/083/84

Date of first Publication: 2083-06-16

1. The **Department of Roads, Administration Unit** invites sealed quotations from registered Suppliers for the supply, delivery and installation of *Supply of Cleaners for Department of Road.*
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of office of Chakupat, Lalitpur, administration@dor.gov.np or may visit www.dor.gov.np.
3. A complete set of Bidding Documents may be purchased from the office **Department of Roads, Administration Unit** and the office **Department of Roads, Administration Unit** by eligible Bidders on the submission of a written application, along with the copy of the company/firm registration certificate, and upon payment of a non-refundable fee of NRs. 1000.00 till **2083-06-22** during office hours in the following account:

Name of the Bank: Rastriya Banijya Bank Ltd.

Name of Office: Department of Roads, Administration Unit

Office Code no. :337013520

Office Account no.: 1000100200010000

Rajaswa (revenue) Shirshak no. : 14229

4. Sealed bids must be submitted to the office **Department of Roads, Administration Unit, Chakupat, Lalitpur** by *by mail / by hand / by courier* before **[12:00]** on **[2083-06-23]**. Bids received after this deadline will be rejected.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at **2083-06-23 13:00 hours** at the office of **Department of Roads, Administration Unit, Chakupat, Lalitpur**. 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 NRS **15000**, which shall be valid for 30 days beyond the validity period of the bid (i.e. **2083-09-09**). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. **1201200001002524 at NEPAL RASTRA BANK , Kathmandu** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
6. 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.
7. 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 in BDS. a) Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the Fiscal Year as <i>specified in BDS</i> d) Business registration certificate/licence (if required) e) Power of Attorney to sign the Sealed Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV.Other g) Other Documents as needed as specified in BDS 2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay loan disbursed by bank or financial institution, 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, the competent authority 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 sections 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 d. Eligibility Information as per BDS 2.1 e. Power of Attorney of Bid Signatory and The Quotation form and price schedules must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested
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	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. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS 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. The Bid security valid for shorter period shall be rejected. 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. 12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of bid validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause ITB 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause ITB 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause ITB 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification 12.5 The purchaser shall return the bid securities except those that are to be forfeited as per ITB 12.4 to the respective bidders within three (3) days after the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant, to ITB 25.1 and ITB 24.2.
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	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. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address or submitted electronically 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	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 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
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	20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Quotations	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:

	(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; (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 (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. (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. 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. 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.
22. Award of Contract	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.
23. Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all sealed quotations at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all sealed quotations submitted and specifically, Sealed Quotation securities, shall be promptly returned to the Bidders.
	23.2 The purchaser shall give notice of the rejection of sealed quotations or the cancellation of the procurement proceedings pursuant to ITB 23.1, along with the reasons for such rejection or cancellation, to all bidders participating in the sealed quotation.
	23.3 Where any bidder requests, within thirty (30) days of the communication of the notice pursuant to ITB 23.2, the grounds for the rejection of all sealed quotations or the cancellation of the procurement

	proceedings, the public entity shall provide such information to that bidder.
24. Notification of Award and Signing of Agreement	24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser. 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 ITB25 and sign the Agreement. 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.
25. Performance Security	25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in an amount in NPR equal to 5% of Bid Price (without VAT but including PS) 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. 25.2 Failure of the successful Bidder to submit the Performance Security pursuant to ITB 25.1, engaged in corrupt or fraudulent practices pursuant to ITB 26.1 or failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Sealed Quotation security.
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.
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 ITB 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, (f) a Bidder requests for withdrawal or modification of its quotation: (i) after the Bid Submission deadline and during the period of validity specified by the Bidder on the Letter of quotation, in case of electronic submission; (ii) from the period twenty-four hours prior to quotation submission deadline up to the period of quotation validity specified by the Bidder on the Letter of quotation, in case of hard copy submission. (g) if the bidder does not provide clarifications of its sealed quotation by the date and time set in the Employer's request for clarification as per ITB 21.2. (h) a Bidder changes the prices or substance of the sealed quotation while providing information pursuant to ITB 21.2. 28.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO), by a competent authority under the prevailing law for failure to repay a loan disbursed by a bank or financial institution, 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, the competent authority and/or the DP.
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 <i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i>, 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 document 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	The scope of Supply is: <i>Supply of Cleaners for Department of Road.</i> The number of the Invitation for Sealed Quotation (SQ) is : 07-IMU/SQ/083/84 The Purchaser is: Department of Roads, Administration Unit, Chakupat, Lalitpur The name of the Project is: <i>Supply of Cleaners for Department of Road.</i>
ITB 2.1	All Bidders shall submit following documents as pre- requisites for eligibility: 1. Tax Clearance Certificate or Evidence of Time Extension or Tax return submission evidence for the F/Y 2081/082 2. Business registration certificate/Licence
ITB 12.1	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 NPR 15000, which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: Bank Name: NEPAL RASTRA BANK, Kathmandu Bank Address: Kathmandu Account holder's Name: Kolenika Dharauti Kosh Khata Account Number: 1201200001002524
ITB 14.1	Bidders shall have the option of submitting their bids <i>"by mail / by hand / by courier"</i>.
ITB 15	The deadline for Sealed Quotation submission is: Date: 2083-06-23 Time : 12:00 hours Address: Chakupat, Lalitput /administration@dor.gov.np.
ITB 18	The Sealed Quotation opening shall take place at : Address : Chakupat, Lalitput Date: 2083-06-23 Time : 13:00 hours 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.

Section IV. Quotation Form and Price Schedule

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.

The discounts offered and the methodology for their application for subject contract are **[insert discount percentage]** of quoted amount.

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 the amount as stated in the ITB Clause 25 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.

We understand that this SQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that 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:	
	Attached are copies of the following original documents. ☐ 1. Firm Registration Certificate ☐ 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 ¹ EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
1	Labour's Monthly Salary, including Benefits and Facilities, excluding VAT	Nepal	24			
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: _____

¹ 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 datenumber.....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 Bankon (Applicable for Bid Security of Foreign Banks).

Section V. Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.²

Number	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]
1	Labour's Monthly Salary, including Benefits and Facilities, excluding VAT	24	Per Person Month	7 days	

² The delivery may be specified for a single delivery, or for several partial deliveries, for a specific date, or range of acceptable delivery periods.

2. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

Purchaser Requirement

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards		Bidders proposed		Reference page/ no. /Catlogue page/ no.	The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
		Particulars	Requirements	proposed technical description, specification and standard			
				Particulars	details		
1	2	3	4	5			6
1	Labour's Monthly Salary, including Benefits and Facilities, excluding VAT	As per attached document	As per attached document				

Bidders shall mention each and every proposed technical details as specified in the technical details.

Section VI. General Conditions of Contract

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: 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; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; 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; 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. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical Specification	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. Patent Right	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

4. Performance Security	4.1 Within 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. 4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations. 4.3 The Performance Security shall be forfeited for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month. 4.5 The performance security shall be released within 30 days of completion of warranty period and upon submission of claim by the Supplier.
5. Inspection and Tests	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 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.
6. Packing	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. 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. 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.
7. Delivery of Goods	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.
8. Insurance	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.
9. Warranty	9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract. 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. 9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 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.
10. Payment	10.1 Payment shall be made in the Nepalese currency as specified in the SCC 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.
11. Prices	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.
12. Change Order	12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.
13. Liquidated Damages	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.
14. Resolution of Disputes	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. 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 its 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. 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 commenced prior to or after delivery of the Goods under the Contract. 14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA). 14.3 Notwithstanding any reference to arbitration herein,

	a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English.
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	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 and delivered against receipt through e-GP system or e-mail or fax or courier; 17.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC.
20. Conduct of Suppliers	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. 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: 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 impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and

	evaluation of the bids during the period after opening of bids up to the notification of award of contract 20.3 The Purchaser shall be prosecuted for offenses under prevailing criminal laws, if the supplier: (i) Misuses the Advance Payment or payments received from the Purchaser; (ii) Receives payment by submitting false information or documents; (iii) Abandons the contract before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Purchaser.
21. Blacklisting Supplier	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: a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b. if the supplier fails to sign an agreement pursuant to ITB Clause 24, 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, d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. 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.
22. Social Security Fund	22.1 The Supplier shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws. 22.2 The Supplier shall be responsible to disburse the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual. 23.3 The Supplier shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.

Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: Department of Roads, Administration Unit
GCC 4.1	The Currency of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be 5% of Bid Price (without VAT and contingencies but including PS).
GCC 9.1	The warranty period shall be : N/A
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: 1. The payment shall be made: (a) Through the District Treasury Controller Office.
GCC 10	2. Payments shall be made in Nepalese Rupees in the following manner: Sample provisions: Advance Payment: N/A On Delivery and acceptance:[Hundred (100) percent. of the Contract Price of the Goods and related services to the satisfaction of the Purchaser 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.
GCC 17.1	For <u>notices</u> , the Purchaser's address shall be: Name and Address of the Purchaser: Department of Roads, Administration Unit, Chakupat, Lalitpur Telephone number: 9847080710 Facsimile number: e-mail Address: administration@dor.gov.np
	For <u>notices</u> , the Suppliers's address shall be: Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 19.1	The Supplier shall supply N/A manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

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:

CC:

[Insert name and address of all other Bidders who submitted the SQ]

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]**

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

[name of bank or financial institution]

[address]

[date]

नेपाल सरकार
पूर्वाधार विकास मन्त्रालय
सडक विभाग
चाकुपाट, ललितपुर
सरसफाई सेवा सम्बन्धी कार्यको
दरभाउपत्र प्रस्ताव फाराम

आ.व. २०८३/२०८४ को लागि ललितपुर जिल्ला चाकुपाट सडक विभागको भवनहरूका सम्पूर्ण कोठा, बैठक हल, भ्याल, ढोका, लवि, कोरिडोर, शौचालय, छत, टप, सिलिङ्ग, फ्लोर, ढल, बाटो, च्याम्प, तथा पार्किङ्ग क्षेत्रको “सरसफाई सेवा सम्बन्धी कार्य” गर्न देहायका शर्तहरूको अधिनमा रही नयाँ पत्रिकामा मिति २०८३/०४/ गते प्रथम पटक प्रकाशित मितिल ७ दिन दिन भित्र म्याद अवधि रहेको सूचना बमोजिम नेपाल सरकारबाट मान्यता प्राप्त इच्छुक संस्था, फर्म/कम्पनीहरूबाट दरभाउपत्र प्रस्ताव आह्वान गरिन्छ ।

प्रस्ताव खरिदका अनिवार्य शर्तहरू :

१. **प्रस्ताव फाराम खरिद र फाराम दस्तुर :** प्रस्ताव फाराम खरिद गर्न सम्बन्धित कम्पनी/फर्मले आवश्यक कागजपत्र सहित लिखित निवेदन दिई यस विभागबाट प्रस्ताव फाराम खरिद गर्न सकिनेछ ।
२. **प्रस्तावको दररेटमा अंक र अक्षरमा लेख्नु पर्ने:** सम्बन्धित फर्म/कम्पनीले यस बाट खरिद गरेको प्रस्ताव फाराम भर्दा तोकिएका स्थानमा प्रष्टसँग भर्नु पर्नेछ। प्रस्ताव फाराममा संलग्न भएको दररेट विवरण (BOQ) मा तोकिएको महलमा अंक र अक्षर दुवैमा स्पष्टसँग केरमेट नगरी लेख्नु पर्नेछ । यदि अंक र अक्षरमा फरक पर्न गएमा अक्षरमा उल्लेख भएको दररेटलाई मान्यता दिइने छ।
३. **खरिद गरेको प्रस्ताव फाराम दर्ता प्रक्रिया:** सम्बन्धित फर्म/कम्पनीले यस विभागबाट खरिद गरेको प्रस्ताव फाराम रितपूर्वक भरी तोकिएका कागजपत्र संलग्न गरी आधिकारिक व्यक्तिले सबै पानामा सहीछाप गरी सिलबन्दी सहित खाममा प्रष्टसँग ठेक्का नं. र कामको विवरण लेखी विभागबाट तोकिएको समयभित्र दर्ता गर्नु पर्नेछ ।
४. **प्रस्ताव फाराम साथ संलग्न हुनुपर्ने कागजातहरू :**
 - (क) फर्म/कम्पनी दर्ता, नविकरण, भ्याट/प्यानमा दर्ता, आ.व. २०८२/२०८३ को करचुक्ताको प्रमाण पत्र श्रमिक आपूर्तिकर्ताको ईजाजत पत्र, श्रम रोजगार तथा सामाजिक सुरक्षाकोषमा सुचिकृत प्रमाण पत्र पेश गर्नुपर्नेछ ।
 - (ख) प्रस्तावदाताले प्रस्ताव पेश गर्दा रु.१५,०००।- (पन्ध्र हजार) बराबरको बैंक जमानत (विड वण्ड) वा यस विभागको नेपाल राष्ट्र बैंक, काठमाडौँमा रहेको धरौटी खाता नं.१२०१२००००१००२५२४ र कार्यालय कोड नं. ३३७०१३५२० खातामा जम्मा गरेको सक्कलै बैंक भौचर उक्त जमानत प्रस्ताव दाखिला गर्ने अन्तिम मितिबाट कम्तीमा ७५ (पचहत्तर) दिन मान्य अवधि भएको हुनुपर्नेछ ।
 - (ग) प्रस्तावदाताले पेश गर्ने सम्पूर्ण कागजातहरूको प्रतिलिपि प्रमाणित गर्ने आधिकारिक संस्थाबाट प्रमाणित गरेको हुनुपर्नेछ ।

(घ) प्रस्तावदाता सरसफाई सेवा कार्यमा नेपाल सरकारबाट प्रकाशित कालो सूचीमा नपरेको, अयोग्य नभएको, आफ्नो स्वार्थ नवाभिएको, सम्बन्धीत पेशा वा व्यवसायमा कुनै कसुरमा सजाय नपाएको भनी स्व:घोषणा पत्र (Declaration Letter) पेश गर्नुपर्ने छ ।

(ङ) प्रस्तावदाता उपर भ्रष्टाचारजन्य कसूरमा मुद्दा दायर नभएको स्व:घोषणा पत्र(Declaration Letter) समेत पेश गर्नुपर्ने छ ।

५. **प्रस्ताव स्वीकृत गर्ने वा नगर्ने अधिकार:** प्राप्त हुन आएका सिलबन्दी प्रस्तावहरु स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस विभागमा सुरक्षित रहनेछ। प्रस्ताव सम्बन्धी अन्य कुराहरु नेपाल सरकारको प्रचलित ऐन, नियम बमोजिम हुनेछ ।

क) प्रस्ताव मुल्याङ्कनका आधारहरु:

- न्यूनतम कबोल गर्ने प्रस्तावदाताको प्रस्ताव स्वीकृत हुने छ ।
 - प्रस्तावदाताले श्रम ऐनले उल्लेख गरे बमोजिमको न्यूनतम पारिश्रमिक तथा सेवा सुविधा, यस विभागलाई उपलब्ध गराउने श्रमिकहरुलाई दिने प्रतिबद्धता सहितको पत्र समावेश गर्नु पर्नेछ ।
६. **मान्य नहुने:** प्रस्तावदाता संस्था, फर्म/कम्पनीले कुनै पनि शर्त उल्लेख गरी बोलपत्र प्रस्तावमा पेश गरेको दररेट मान्य हुनेछैन ।
७. **प्रस्तावमाथि कारवाही नहुने:** यस विभागबाट विक्रीभएको प्रस्ताव फाराम पूर्ण भरी नआएका, संलग्न हुनुपर्ने कागजात पेश नभएको, प्रस्तावको स्पष्ट विवरण, प्रस्तावदाताको सहीछाप र सिलबन्दी भई नआएको, तोकिएको म्यादभित्र दाखिला हुन नआएको, बैंक ग्यारेन्टी (विडवण्ड) जमानत रकम नभएको र प्रस्तावको दररेट विवरण (BOQ) मा प्रष्ट संग अंक र अक्षरमा नलेखिएको प्रस्तावहरु माथि कुनै कारवाही गरिने छैन ।
८. **सम्झौता गर्नुपर्ने:** प्रस्ताव स्वीकृत भएपछि विभाग र प्रस्तावदाता संस्था, फर्म/कम्पनी बीच विभागले तयार गरेको “सरसफाई सेवा कार्य” का सेवाशर्त सहितको वार्षिक सेवा करार सम्झौता तोकिएका आधिकारिक प्रथम पक्ष भनिएको विभागबाट र द्वितीय पक्ष भनिएको स्वीकृत प्रस्तावदाता संस्था, फर्म/कम्पनी बीच हुनेछ ।
९. **सम्झौता रद्द हुने:** माथि उल्लेखित कार्यको लागि प्रस्तावदातासँग सम्झौता भैसकेपछि प्रस्तावदाताले पुनः अर्को कम्पनी/ठेकेदार (पेटी कन्ट्याक्ट) मार्फत सरसफाई सेवा कार्य गराउन पाउने छैन। प्रस्तावदाताले अर्को संस्था, फर्म/कम्पनी/ठेकेदार (पेटी कन्ट्याक्ट) मार्फत सरसफाई सेवा कार्य गराएमा सम्झौता रद्द गरी नियमानुसार अन्य माध्यमद्वारा सेवा कार्य नियमित रुपमा अगाडि बढाईनेछ ।
१०. **विवादको समाधान:** सम्झौता बमोजिमको कार्यमा विवाद उत्पन्न भएमा वा बाधा अवरोध आएमा आपसी सहमतीका आधारमा समाधान गरिनेछ । सम्झौता बमोजिम कार्य गर्दा विवाद उत्पन्न भएमा विभागको निर्णय नै अन्तिम हुनेछ ।

विभाग र परिसरको सरसफाई सेवाको कार्य विवरण सम्बन्धी कार्य क्षेत्रगत शर्तहरू (TOR) :

- सडक विभागको मुख्य भवन, सडक विभाग हाताभित्र र परिसरको दैनिक रुपमा सरसफाई कार्य गर्नुपर्नेछ ।
- सरसफाईको व्यवस्था :सरसफाई कामदार २ (दुई) जना, कार्यमा लगाउन समय :- विहान ८:०० बजे देखि अपरान्ह ५:०० बजेसम्म
- सरसफाईको लागि आवश्यक पर्ने सम्पूर्ण सामानहरू (कुचो, हार्पिक, फिनेल लगायत आदि) गुणस्तरीय हुनु पर्नेछ ।
- हरेक दिन भवन भित्रका ढोका, कोठाहरू, भ्याड, बैठक हल, लवि, कोरिडर, अन्डरग्राउण्ड, फ्लोर, टप, शौचालय, ढल र बाहिरको ज्याम्प, पार्किङ क्षेत्र तथा विभाग परिसर र विभागले समेटेको सडक समेत ।
- (क) भ्याकुम क्लिनर तथा कुचो लगाउने ।
- (ख) पानी, फिनेल, सर्फ र कोलिन प्रयोग गरी मोपेडबाट सन्तोषजनक रुपमा सरसफाई गर्नुका साथै पिकदानी, डष्टवीन दैनिक सफा राख्नु पर्नेछ ।
- सबै कोठाका कुर्सी, टेबुल र कोठामा भएका पंखा, कम्प्युटर लगायत अन्य सामानहरूलाई समेत कपडाले पुछी सफा गर्नुपर्नेयो सरसफाईको कार्य सम्भव भए सम्म विहान ९:०० बजे भन्दा पहिलानै सम्पन्न गर्नु पर्ने छ ।
- हप्तामा कम्तीमा एक पटक भवनका सबै सिसा, भ्याल तथा ढोकामा कोलिन/सर्फ पानी प्रयोग गरी कपडाले पुछेर सफा गर्ने ।
- भवन र सो को कम्पाउण्डभित्रका कोठा पार्किङ स्पेस र लबीमा हरेक हप्ता पानीले समेत पखाल्ने व्यवस्था गर्ने ।
- युरिनल, कमोड, वासवेसिनको सफाई गरी चालु अवस्थामा राख्ने र दुर्गन्ध रहित राख्न आवश्यक सामग्रीको प्रयोग गर्ने व्यवस्था मिलाउनु पर्ने । ट्वाईलेट र यसको वरिपरि फोहोर भएमा कार्यालय समय अवधिभर जुनसुकै समयमा पनि सफा गर्नुपर्ने।
- फोहोर फाल्ने ड्रमहरूमा जम्मा भएका फोहोरलाई विभागले तोकेको स्थानमा लगी दैनिक रुपमा पोल्ने, सडाउने वा महानगरपालिकाले निश्चित गरेको ठाउँमा फ्याक्न । यदि आवश्यक देखिएमा दैनिक २/३ पटक पनि सो कार्य गर्नुपर्ने ।
- कार्यालय समयभित्र कतै फोहोर, धुलो, कागज आदि देखिएमा तुरुन्त सफा गर्नुपर्ने ।
- मुख्य द्वार/पोर्टिको/भ्याङ्ग तथा लबी नियमित रुपमा सफा गर्नुपर्ने ।
- आवश्यकता अनुसार विभागका कोठाहरूमा थप सरसफाई गर्ने तथा अन्य कार्यमा सहयोग पुर्याउनु पर्ने ।

११. प्रस्तावदाताले उपलब्ध गराउने जनशक्ति/कामदार :

जनशक्तिको हकमा फौजदारी अभियोग नलागेका, शारीरिक तथा मानसिक रूपले तन्दुरुस्त, नेपाली नागरिकता प्राप्त हुनुपर्नेछ। हालसालै खिचिएको पासपोर्ट साईजको फोटो सहित सरसफाई कामदारहरुको व्यक्तिगत विवरण (अनुसूची-१) प्रस्तावदाता मार्फत यस विभागबाट प्रस्ताव स्वीकृत भई सम्झौता गर्दा उपलब्ध गराउनु पर्नेछ।

प्रस्तावको शर्त ११ (क) मा उल्लेखित कार्यहरु सम्पन्न गर्नका लागि प्रस्तावदाताले देहाय अनुसारको जनशक्ति/कामदारहरु उपलब्ध गराउनु पर्नेछ :

(क) सडक विभागको लागि आवश्यक जनशक्ति/कामदार :

(१) सरसफाई गर्ने कामदारहरु - २ (दुई) जना (साधारण लेखपढ गर्न सक्ने)।

उल्लेखित जनशक्ति/कामदारलाई काम तोक्ने तौरतरिका र समय तालिका नबाकिने गरी प्रस्तावदाताले छुट्टै विवरण तयार गरी सम्झौता पत्रसाथ पेश गर्नुपर्नेछ। यसरी पेश भएको विवरण यस विभागको सहमतिमा लागू गर्नुपर्नेछ।

१२. सेवा शुल्क :

प्रस्तावको शर्त ११ (क) बमोजिम कार्य गर्ने सरसफाई कामदार/जनशक्ति द्वारा सरसफाई कार्य गराउँदा मासिक रुपमा महिना समाप्त भएपछि सम्झौता (BOQ) बमोजिम भुक्तानी गरिने छ। यसरी मासिक रुपमा भुक्तानी गर्दा प्रस्तावदाताले १ (एक) वर्षको लागि कबोल गरेको सम्पूर्ण रकमलाई १२ (बाह्र) महिनाले भाग गरी हुन आउने रकम मासिक रुपले भुक्तानी गरिनेछ। प्रचलित श्रम ऐन, नियम अनुसार न्यूनतम दरमा नघटाई कामदारलाई मासिक ज्याला, महँगी भत्ता एवं अन्य सुविधाहरु प्रस्तावदाताले दिनु पर्नेछ र प्रस्तावदाताले पेश गर्ने सेवाशुल्क दररेट प्रस्तावदाताको मुनाफा सहितको हुनेछ।

१३. सेवाका शर्तहरु :

(क) प्रस्तावको शर्त ११ (क) बमोजिम सरसफाई सेवा कार्यको प्रयोजनको लागि :

- (१) सरसफाई सेवा सम्बन्धी कामहरु कार्यालय समय भन्दा अघि, पछि वा दैनिक कार्यलाई बाधा नपर्ने गरी गर्नुपर्नेछ।
- (२) विभागको सरसफाई सेवा सम्बन्धी कामबाट निष्काशित फोहोरलाई जलाई सकेपछि वा नजलेको फोहोर समेतलाई कार्यालयको कम्पाउण्डबाट बाहिर लान महिनामा आवश्यकता अनुसार कम्तीमा २ (दुई) पटक प्रस्तावदाताले तोकिएको ठाउँमा लैजाने व्यवस्था मिलाउनु पर्नेछ।
- (३) उल्लेखित कार्यमा खटिने कामदारहरुको व्यक्तिगत विवरण परिवर्तन हुने भएमा यस विभागलाई कम्तीमा एक हप्ता पहिले अग्रिम जानकारी दिनुपर्नेछ।
- (६) यसरी पेश गरिएका व्यक्तिका व्यक्तिगत विवरण अनुसारको कामदारहरुको सेवा सुविधा, काम, कर्तव्य, अधिकार सहित तोकिएको जानकारी १/१ प्रति सेवा खरिद सम्झौता भई काम शुरु गरेको ७ (सात) दिन भित्र अनिवार्य रुपमा विभागबाट पेश गर्नुपर्नेछ।

- (७) सरसफाई सेवा कार्य गर्ने जनशक्ति/कामदारहरु कुनै कारणवस सम्बन्धित काममा अनुपस्थित हुने भएमा निजको सट्टामा अर्को सक्षम र ईमान्दार कामदार व्यवस्था गरी यस विभागबाट अग्रिम जानकारी दिई कामलाई नियमित गर्नु पर्नेछ ।
- (८) कामदारहरु सदा कार्यप्रति लगनशील, कर्तव्यनिष्ठ, सहनशील र मिलनसार हुनुपर्नेछ । प्रस्तावदाताले कामदार नाईके नियुक्ति गर्दा कार्यबोझको कारण सकेसम्म सवारी चालक अनुमती पत्र प्राप्त भएको व्यक्तिलाई ग्राह्यता दिनुपर्नेछ । निजले नियमित रूपमा सम्झौता अनुसारको दैनिक कार्य गर्ने गराउने र रेखदेखको सम्पूर्ण जिम्मा प्रस्तावदाताको प्रतिनिधिको हैसियतले गर्नुपर्नेछ । सम्बन्धित कार्यक्षका कर्मचारी वा अधिकारीहरुबाट सरसफाई सम्बन्धी कार्यमा प्राप्त सल्लाह/सुझावलाई ग्रहण गरी कार्यलाई थप व्यवस्थित गर्ने गराउने जिम्मेवारी निजको हुनेछ । निजको कामको अनुगमन विभागबाट खटाएका अधिकारी वा कर्मचारीबाट हुनेछ । यदि निजको काम सन्तोषजनक नभएमा कुनै पनि समयमा कामबाट हटाउनको लागि यस विभागले प्रस्तावदातालाई सूचित गर्न सक्नेछ ।

१४. सेवाका विविध शर्तहरु :

- (क) प्रस्ताव बमोजिम सरसफाई सेवा कार्यको प्रयोजनको लागि :
- (१) प्रस्तावदातासँग सम्झौता भए पश्चात सम्झौतामा तोकिएको मिति देखि ठेकेदारले आफ्नो कार्य शुरु गर्नुपर्नेछ । सम्झौतामा तोकिएको दिन देखि ठेकेदारले काम शुरु नगरेमा विभागले ठेक्का तोड्न सक्नेछ ।
- (२) सरसफाई सेवा कार्यको सम्झौताको अवधि १(एक) वर्षको हुनेछ । विभागले आवश्यक ठानेमा दुवै पक्षको सहमतिमा ठेक्का सम्झौता दर मूल्यमा नबढ्ने गरी सेवा करार सम्झौताको अवधि थप गर्न सकिनेछ ।
- (३) ठेकेदारको कार्य सन्तोषजनक नभएमा त्यसको लिखित सूचना दिई अवधि नपुग्दै पनि सम्झौता रद्द गर्न सकिनेछ । यसैगरी ठेकेदारले आफ्नो काबु बाहिरको परिस्थितिबाट सम्झौता अनुसार कार्य गर्न असमर्थ भएमा दुई महिना अगावै त्यसको जानकारी विभागलाई दिनु पर्नेछ । मनासिव कारण देखिएमा दुवै पक्षको सहमतीबाट सम्झौता भंग गरी प्रचलित नियमानुसार कार्य गर्न सकिनेछ ।
- (४) सम्झौता बमोजिमको ठेक्का तोड्दा अपनाउने प्रक्रिया सम्बन्धमा नेपाल सरकारको प्रचलित नियमानुसार हुनेछ ।
- (५) प्रस्तावमा उल्लेखित सेवा, शर्तहरुमा थपघट गर्नु परेमा दुवै पक्षको आपसी सहमतीमा गर्न सकिनेछ ।
- (६) फर्म/कम्पनीले कार्य सम्पादन गरे वापत मासिक रूपमा पाउने सेवाशुल्क भुक्तानीको लागि आवश्यक विवरण समेत नत्थी गरी प्राप्त निवेदन र विलको आधारमा महिना भुक्तान भएको मितिले १५ (पन्ध्र) दिन भित्र विभागले उपलब्ध गराउनेछ । कुनै कारणवस विभागले उक्त अवधिमा सेवाशुल्क भुक्तानी गर्न नसकिने परिस्थिति आईपरेमा पनि प्रस्तावदाताले सम्झौतामा उल्लेख भए अनुसारको कार्य कुनै बाधा अवरोध विना निरन्तर सुचारु रूपमा सञ्चालन गर्नु गराउनु पर्नेछ ।

- (७) प्रस्तावदाताले सम्झौता अवधिभर आफूले कबोल गरे अनुसारको सेवाशुल्क दररेट रकममा वृद्धि गरी माग दावी गर्न पाउने छैन। तर नेपाल सरकारले कामदारहरुको सेवा शुल्क दररेटमा वृद्धि गर्ने निर्णय भई बजेट व्यवस्था गरी पठाएमा आपसी सहमतिमा मूल्य समायोजन गरी भुक्तानी दिन बाधा पर्ने छैन ।
- (८) विभागको आवश्यकता र पुष्ट्याईको आधारमा सम्झौता अनुसारको कामदारमा थपघट गर्नुपरेमा सम्झौतामा उल्लेखित दररेट बमोजिम भुक्तानी हुने रकममा थपघट गरी भुक्तानी दिईनेछ ।
- (९) प्रस्तावदाताले विभाग अन्तर्गतका अधिकारीहरुले दिएका निर्देशनको पालना अनिवार्य रुपमा गर्नु गराउनु पर्नेछ ।
- (१०) प्राकृतिक प्रकोप (भूकम्प, आगलागी, प्राकृतिक प्रकोप आदि) जस्ता आकस्मिक घटनाहरुबाट हुने हानी नोक्सानी बाहेक प्रस्तावदाताले सम्झौता गरी सेवा प्रदान गर्न थालेपछि सेवा सन्तोषप्रद नभएमा वा प्रस्तावदाताको तर्फबाट नियुक्ति भएका कामदार नाईके, सरसफाई कामदारहरुबाट विभागको कुनै हानी नोक्सानी हुन गएमा प्रस्तावदाताले भुक्तानी पाउने रकमबाट वा सम्झौताको लागि जम्मा गरेको धरौटी रकमबाट समेत कटौती गरी असूल उपर गरिनेछ । यसमा प्रस्तावदाताले कुनै उजुर बाजुर गर्न पाउने छैन ।
- (११) प्रस्तावदाताद्वारा काममा लगाइएका कामदार नाईके र सरसफाई कामदारहरुको जिम्मेवारी एवं जवाफदेहीता प्रस्तावदाता संस्था, फर्म/कम्पनी स्वयंको नै हुनेछ । कामदार १८ वर्ष भन्दा कम र ५८ वर्ष पूरा भएका व्यक्ति द्वारा सेवा लिईने छैन ।
- (१२) प्रस्तावदाताको प्रतिनिधित्व बहन गर्ने कामदार नाईकेले दैनिक रुपमो विभागमा सम्पर्क गरी कार्यालय समय अघि र पछि चनाखो भई बस्नुपर्ने छ र सरसफाई कामदारहरु आ-आफ्नो ड्यूटीमा रहे नरहेको नियमित रेखदेख गर्नुपर्नेछ ।
- (१३) प्रस्तावदाताले प्रत्येक श्रमिकको आधारभुत पारिश्रमीकको १.६७% रोजगारदाताले उपलब्ध गराएको रकम (औषधी उपचार बिमा, दुर्घटना बिमा समेत समेट्ने गरी) सामाजिक सुरक्षा कोषमा जम्मा गर्नु पर्ने छ ।
- (१४) कामदारहरुको दैनिक/मासिक ज्याला, महँगी भत्ता, काम गर्ने समयावधी प्रचलित श्रम ऐन नियममा तोकिए बमोजिम हुनुपर्नेछ ।
- (१५) प्रस्तावदाताले नियुक्ति गरेका कामदारहरुको विभागले तोकेको निर्धारित ढाँचा अनुसारको ड्यूटी रजिष्टर खडा गरी दैनिक हाजिर राख्नु पर्नेछ ।
- (१६) प्रस्तावदाताले प्रत्येक श्रमिकको आधारभुत पारिश्रमिकबाट १०% रकम कटौती गरी रोजगार दाताले उपलब्ध गराउने सो रकम बराबरको सतप्रतिशत थप रकम संचयकोष अथवा सामाजिक सुरक्षाकोषमा जम्मा गर्नुपर्ने छ ।
- (१७) प्रस्तावदाताले प्रत्येक श्रमिकको आधारभुत पारिश्रमीकको ८.३३% उपदान रोजगारदाताले उपलब्ध गराएको रकम सामाजिक सुरक्षा कोषमा जम्मा गर्नु पर्ने छ ।
- (१८) प्रस्तावदाताबाट काममा लगाउने व्यक्तिलाई समय समयमा काम र कार्यक्षेत्र सम्बन्धी आवश्यक जानकारी दिन, पुर्नताजगीकरण तालीम आदि प्रदान गरी कामदारलाई दक्ष बनाउँदै लैजानु पर्नेछ ।

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- (१९) प्रस्तावदाताले सरसफाई कामको लागि नियुक्ति गरेका कामदारहरुको ड्यूटी समय निर्धारण भए बमोजिम भए गरेका छन्, छैनन् सो को नियमित अनुगमन प्रस्तावदाताका जिम्मेवार व्यक्तिहरुबाट समय समयमा गर्नुपर्नेछ र सुम्पिएको जिम्मेवारी बहन नगर्ने कामदारहरुलाई सम्बन्धित संस्थाले सचेत गराउनु पर्ने छ र सचेत नहुने कामदारहरुलाई विभागलाई जानकारी गराई तत्काल हटाउनु पर्नेछ ।
- (२०) प्रस्तावदाताले काममा लगाइएका व्यक्तिहरुको नियमित कामको लागि उपस्थित हुने र सो को आवश्यक चेकजाँच गर्ने गराउने व्यवस्था मिलाउनु पर्नेछ ।
- (२१) प्रस्तावदाताबाट सरसफाई काममा लगाउने कामदार नाईके र कामदारहरुलाई कम्पनी/फर्मको परिचय पत्र सहितको सफा र स्तरीय पोशाक (युनिफर्म/ज्याकेट) मौसम अनुसार र आवश्यकता अनुसार सुरक्षाको लागि सेफ्टी वेल्डको समेत व्यवस्था फर्म/कम्पनीले गर्नुपर्नेछ ।
- (२२) प्रस्तावदाता फर्म/कम्पनीको निश्चित कार्यालय, ठेगाना, फोन, फ्याक्स, इमेलका साथै सवारी साधनहरु (मोटरसाईकल/कार जीप, डेलिभरी भ्यान आदि) रहेको हुनुपर्नेछ । साथै उपलब्ध सवारी साधनका ब्लु-बुकहरुको प्रति संलग्न गर्नुपर्नेछ ।
- (२३) प्रस्तावदाता फर्म/कम्पनीले सम्भौता अनुसार कामदार उपलब्ध नगराएमा विभागले फर्म/कम्पनीलाई दिने मासिक भुक्तानी रकममा अनुपस्थित जनशक्तिको दिन गन्तीले पारिश्रमिक कट्टा गरी बाँकी रकम भुक्तानी दिनेछ ।