



Government of Nepal  
National Vigilance Centre  
Singhdurbar, Kathmandu

**Invitation for Procurement of Technical Auditing Services**  
(Notice No. Technical Audit 2076/077/01)  
First Publication Date: 2076/07/29

National Vigilance Centre (NVC) has received funds from Government of Nepal for fiscal year 2076/077 and intends to apply it for eligible payments under the following contract packages for the procurement of Technical Audit of different projects. The main objective of Technical Audit is to process oriented verifications based upon project documents to ensure cost, time and quality effectiveness of the output and thus provide direction for the concerned agencies for corrective measures. Eligible and interested Technical Auditors (Individuals/Firms) are requested to submit their sealed proposals for the following contract packages under following terms and conditions.

1. The eligible and interested Technical Auditors or their authorized representatives may obtain proposal documents upon submission of written application from NVC, Kathmandu Nepal during office hours till 15<sup>th</sup> days of first publication of this notice. It can also be downloaded free from the NVC web site [www.nvc.gov.np](http://www.nvc.gov.np).
2. The proposal documents duly completed and enclosed in a sealed envelope, must be submitted and reached to Technical Audit and Monitoring Division, NVC not later than 16<sup>th</sup> day from the first publication date of the notice within 12:00 hours. The proposals received within the date and time will be opened at 14:00 hours of the same day in the presence of Technical Auditors or his/her representatives. However the absence of Technical Auditor or his/her representative will not hinder the opening of the proposals.
3. In case last date of submission of proposals fall on public holiday, it shall be submitted and opened on the next working day.
4. Irresponsive or lately submitted proposals or any conditional proposals will not be entertained for further process.
5. The proposal documents must be accompanied by attested certified copies of firm registration, VAT/PAN registration, Tax clearance certificate for F/Y 2075/076 or time extension, power of attorney of signatory and Technical Auditor's certificate.
6. The Technical Auditors shall quote the rate/price in figure and words clearly. The validity will be given for words in case of differences.
7. The evaluation of proposal is one envelope post evaluation system based on least cost method.
8. Any other matters not included in proposal document will be governed by NVC working guidelines, Public Procurement Act 2063, Public Procurement Regulation 2064 and prevailing law and regulations of Government of Nepal.
9. Technical Auditor may submit proposal only for three packages, however only one package will be awarded to lowest evaluated substantive responsive Technical Auditors. National Vigilance Centre reserves right to accept or reject any or all of the proposal(s) without assigning any reason whatever.
10. One technical Auditor shall be awarded only one contract package in this fiscal year 2076/077.
11. Technical Auditors may contact National Vigilance Centre, Technical Audit and Monitoring Division or call on phone no-4211948/4200350 for further information and clarifications.

S. N.	Contract Package	Sector	Project Name	Stage	TA Cost in Rs.(Without VAT.)
1	NVC/TA/NPP-2076/2077-01	Bridge	East West Railway (Rail and Metro-Rail Development Project), (Construction of Bhapshi Bridge, Mahottari)	Imp.	230,700.00
2	NVC/TA/NPP-2076/2077-02		Hulaki Rajmarga Project (Construction of Kandra Bridge), Sati-Bhajani-Dhangadi Road-Theki (49+000), Kailali.	Imp.	303,200.00
3	NVC/TA/NPP-2076/2077-03	Road	Hulaki Rajmarga Project (Banke-Sangrampur Road,) (0+000-15+000) Sarlahi	Imp.	230,700.00
4	NVC/TA/NPP-2076/2077-04		North South Karnali Highway, Hilsa-Simikot Road Project (15km Working Length), HSRP/3371454/073/074-010,	Imp.	338,520.00

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			Simikot, humla.		
5	NVC/TA/NPP-2076/2077-05		North South Kaligandaki Coridor (Gaidakot-Ramdi-Maldunga-Road Project), Adherikhola (15 km Working Length) Palpa.	Imp.	279,380.00
6	NVC/TA/NPP-2076/2077-06		North South Koshi Coridor Kandbari, (NSKRP/3371454/072/073-07) (15 km Working Length) From Loving hill to Chhyangkuti,Sankhuwasabha.	Imp.	277,960.00
7	NVC/TA/NPP-2076/2077-07		Mid-Hill (Puspalal) Highway Project (MIDHLKTM/3371384/071/072-106),) (15 km Working Length) Panchthar.	Imp.	284,140.00
8	NVC/TA/NPP-2076/2077-08		Kathmandu Terai/ Madhesh Expressway- Roadway Excavation, Road Embankment construction, Cross Drainage Structure (Package 4), Sisneri, Makwanpur.	Imp.	238,500.00
9	NVC/TA/NPP-2076/2077-09		Mid-Hill (Puspalal) Highway Project, Palungtar-Paudi, (15 km Working Length), Gorkha-Lamjung.	Imp.	254,500.00
10	NVC/TA/NPP-2076/2077-10	Mechanical	Upper Tama Koshi Hydropower Projects (Steel Penstock Connection Works) Lot 1,Dolakha.	Imp.	254,500.00
11	NVC/TA/NPP-2076/2077-11	Water Supply	'KUKL/BDS-SRT/01/04; Laying of Bulk Distribution System and Constrution of Service reservoirs (Package-04), Kathmandu.	Imp.	238,500.00
12	NVC/TA/NPP-2076/2077-12		Sikta Irrigation Project (construction of Eastern Main Canal, Rajkulo and Phattepur Irrigation Project), Banke.	Imp.	278,800.00
13	NVC/TA/NPP-2076/2077-13	Irrigation	RJKIP (Constrution of New Branch Canal and Cannal structures of Lamki Extension, Kailali.	Imp.	303,200.00
14	NVC/TA/NPP-2076/2077-14		BIP [Construction of Buddha Canal System with associate Structure (BIP/NCB/P44/073/074)], Bardiya.	Imp.	278,800.00
15	NVC/TA/NPP-2076/2077-15	Building Road/Pavement	Pokhara Regional International Airport (RCC Truss Building under Construction), Pokhara.	Imp.	273,920.00

16	NVC/TA/NPP-2076/2077-16		Gautam Buddha Regional International Airport (Construction of Cargo Terminal building at Bhairahawa), Rupandehi.		251,380.00
17	NVC/TA/NPP-2076/2077-17		LDT (Construction of Conference and Meditation Hall) (Sabha Hall), Lumbini, Rupandehi.	Imp.	251,380.00
18	NVC/TA/OP-2076/2077-18	<b>Road</b>	DUDBC (Road and Drain Construction Work with main Urban Physical Infrastructure ), Dhangadhi Sub-Metropolitan, Kailali.	Imp.	303,200.00
19	NVC/TA/OP-2076/2077-19		Rural Road Network Improvement Project (RRNIP), Upgrading & Performance Based Maintenance of Armadi-Banau Road (Road 2) (DoLIDAR/RCIP/Works/NCB-10/2074/075), Parbat.	Imp.	273,920.00
20	NVC/TA/OP-2076/2077-20	<b>Building</b>	Hetauda Hospital, Makwanpur (70 bed Hospital Building Construction, ), Makwanpur.	Imp.	251,000.00
21	NVC/TA/OP-2076/2077-21		Construction of Academic Building of Sant Alpmal Ram Narayan Yadav Nursing College, Malangwa, Sarlahi.	Imp.	230,700.00
22	NVC/TA/OP-2076/2077-22	<b>Sanitary</b>	Bacharedada Sanitary Landfillsite Construction Project, Nuwakot. Dhading.	Imp.	238,500.00
23	NVC/TA/OP-2076/2077-23	<b>Substation</b>	Rajapur 33KV substation Construction Project. Bardiya,	Imp.	249,325.00
24	NVC/TA/OP-2076/2077-24	<b>River Training</b>	Kamala River Training Works, Stud Constructions Works, (Ch. 14+000 to 14+6000) Dhanusha.	Imp.	229,960.00
25	NVC/TA/OP-2076/2077-25	<b>Telecom</b>	Nepal Telecom, 4G LTE Core, Jawalakhel, Kathamndu.	Imp.	238,500.00



  
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Government of Nepal  
**National Vigilance Centre**  
**Technical Audit and Monitoring Division**  
Singhdurbar, Kathmandu, Nepal

**Procurement of Technical Auditing Services**

**For**

**.....Project**

**(..... Stage)**

Contract Identification No:-NVC/TA/...../2076/077-.....

Address:

**National Vigilance Centre**  
**Technical Audit and Monitoring Division**

Singhdurbar, Kathmandu, Nepal  
Telephone: 977 -1-4200350, 977-1-4211948  
977-1-4200400 (Fax)

  
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**Section 1:-Letter of Invitation**

Government of Nepal  
**National Vigilance Center**  
Singhdurbar, Kathmandu  
Phone: 01-4200350, 01-4211948  
977-1-4200400 (Fax)  
E-mail: [navic@nvc.gov.np](mailto:navic@nvc.gov.np)

Date:.....

The National Vigilance Centre (NVC), Technical Audit & Monitoring Division (TAMD) invites financial proposal from the eligible & interested Technical Auditor or Firms to conduct Technical Audit of:

Contract Package No:-NVC/TA/...../2076/077-.....

.....**Project**

(.....**Stage**)

1. More details on the services are provided in the attached Terms of Reference.
2. An eligible and responsive Technical Auditor/ Firm will be selected under the least cost method as described in Public Procurement Act/Regulation Rule No.74 (3).
3. The Proposal includes the following documents:

Part- I

1. Letter of Invitation
2. Information to Technical Auditor/ Firms
3. Technical Information
4. Terms of Reference

Part - II Financial Proposal containing:

1. Financial Proposal/Bill of Quantities
2. Conditions of Contract
3. Contract Agreement

Yours Sincerely

.....

**Gyan Raj Subedi**  
Joint Secretary  
Technical Audit and Monitoring Division  
National Vigilance Centre



**Section 2:-Information to Technical Auditors/Firms**

1.	Eligible and interested Technical Auditor/ Firms may obtain detailed Proposal from our website <a href="http://www.nvc.gov.np">www.nvc.gov.np</a> .
2.	Separate Sealed Proposal for each package shall be submitted to:-Joint Secretary, National Vigilance Center, Singhdarbar, Kathmandu.
3.	The deadline for submission is: -As mentioned in the notice.
4.	Further Clarification if necessary on the Proposal may be obtained from: Technical Auditing & Monitoring Division, National Vigilance Center, Singh durbar, Kathmandu. Telephone: +977-014211948,+977-014200350, Fax: +977-014200400
5.	Proposals must remain valid 90 days from the date of submission.
6.	The language of Proposal Submission : English
7.	The estimated number of professional staff- man days required for the assignment is: As mentioned in ToR.
8.	The minimum required Engineering experience of Proposed Technical Auditor/Expert is: <u>10 years</u>
9.	<p>The Technical Auditor/Firm shall submit their technical information and financial proposal in sealed <b>single envelope</b>. The evaluation of the proposal is One Envelope Post Evaluation based on least cost method.The sealed proposal shall be marked as follow.</p> <p style="text-align: center;"><b>Notice No.:...../2076/077/TAMD</b>  <b>Contract Package No:NVC/TA/...../2076/077-.....</b>  <b>.....Project Name.</b>  <b>(Implementation/Post Implementation Stage)</b></p> <p>The single sealed envelope should be addressed and submitted to:  National Vigilance Centre  Technical Audit &amp; Monitoring Division  Singhdurbar, Kathmandu</p> <p><b>The envelope must clearly bear the name, contact information (Telephone, Mobile, email &amp; Fax) and mailing address of the Technical Auditor and Firm.</b></p>

**10. Eligibility Criteria for Selection**

SN	Eligibility Criteria	Compliance	Remarks
1	Corporate Registration/Renew Certificate for firm	Yes/No	Pass/Fail
2	Tax Clearance Certificate of F/Y 2075/076	Yes/No	Pass/Fail
3	VAT/PAN Registration Certificate	Yes/No	Pass/Fail
4	Technical Auditor's Training Certificate	Yes/No	Pass/Fail
5	CV of Technical Auditor/Expert	Yes/No	Pass/Fail

11.	The assignment is expected to commence on [ <i>from the date of signing</i> ] at NVC:
12.	<p><b>Conditions of Rejection / Non-consideration of the Proposals:</b></p> <ul style="list-style-type: none"> <li>• If the proposal lacks the authorized signature and firm's stamp in each pages.</li> <li>• If the proposal fails the inclusion of attested copies of Corporate Registration, Tax Clearance of F/Yr. 075/076 or letter of extension, PAN/VAT Registration Certificate, Technical Auditor's Training Certificate.</li> <li>• If the proposal lacks the attested copy of B.E or equivalent certificate and Nepal Engineering Council registration certificate (in case of separate Expert Proposed)</li> <li>• If the proposal lacks the inclusion of self declaration and commitment letter</li> </ul>

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	<p>Technical Auditor and Expert</p> <ul style="list-style-type: none"> <li>• If the proposal does not fulfilled all the requirements and/or wrong information provided that affects the evaluation</li> <li>• If more than one proposal for same package is received from same Firm/TA, all proposal for that package of that firm/TA shall be rejected.</li> <li>• If the proposed Technical Auditor/Expert's shall not meet minimum Qualification &amp; Experience as specified in TOR.</li> <li>• If the scope of the firm does not cover the engineering consulting services.</li> <li>• If the information about contract package No. and Project name in the proposal is found contradictory.</li> <li>• <b>If more than three proposals are received from same technical auditors/experts then only first three (from serial no of contract package in notice) proposals shall be evaluated and remaining shall be rejected.</b></li> </ul>
13	The Technical Auditor/Expert should mention in his/her CV about work experience written (Project name, Working Activities, Position held and Duration) chronologically order. CV of personnel shall clearly mention his/her full correspondence address including email address and mobile number.
14.	<b>Technical Auditor/Expert can submit proposals for maximum three contract packages. However only one contract package shall be awarded to substantive responsible Technical Auditor/Expert.</b>
15	The presence of Technical Auditor as witness is mandatory for signing the contract agreement.
16	If a technical auditor is awarded in one package, s/he will not be awarded as expert in another package and vice-versa.
17	TA./Expert shall be awarded only one contract package in this fiscal year 2067/077.

### Section 3: Technical Information

#### 3.1 Format of Curriculum Vitae (CV) for Proposed Professional Staff (Technical Auditor and Expert)

##### A. General Information

Proposed Position: *[Technical Auditor/Expert]*

Name of Technical Auditor/Expert:

Name of Firm :

Address:

Profession:

Date of Birth:

Presently employed by the firm? (Yes or No)

If Yes, years with the firm:

Nationality:

Engineering Council Membership No.:

Membership in Professional Societies:

Name & Year of awarded Engineering Degree :

Specialization field:

Mobile number:

Email address:

The CV must be signed by the proposed personnel

##### B. Experience:

**Total Experience (Year & Month):**



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**General Experience (Year & Month):**  
**Specific Experience in Proposed sector (Year & Month):**

The Technical Auditor and Expert should mention in his/her CV about work experience written Project name, Working Activities, Responsibilities, Position held and Duration chronologically order starting from current employment details

Specific Experience refers to the experience of related works as mentioned in notice. Experiences shall be written as

- Project Name:-
- Client's Name, Address and Contact No:-
- Position Held:-
- Duration:-
- Responsibilities:-

CV shall not exceed more than three pages.

**C. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. There are no any objectionable issues by law related to me for the assignment. I will submit the related documents and evidences to support above mentioned experience and information in all aspect, if NVC/TAMD asks to do so.

Date: Day/Month/Year

[Signature of Technical Auditor/Expert by Original signature in each page]

Full name of technical auditor/Expert: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_  
(Required if proposal has been submitted from firm)

The Proposal shall be rejected under any of the following conditions

- **If the CV does not bear the original signature of the concerned person.**
- **If on physical verification, the statement regarding qualification and experience of any personnel are found to be false.**

**3.2 Self Declaration & Commitment**

The self declaration and commitment (in given format) should be properly filled by Technical Auditor/Expert and Firm separately and must be attached with the proposal to NVC/TAMD as per Code of Conduct of Technical Auditor of NVC and prevailing laws and regulations.

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# Format for

## Self Declaration & Commitment by Technical Auditor and Expert

Date: 2076/...../.....

To,  
The Joint Secretary  
Technical Audit & Monitoring Division  
National Vigilance Centre  
Singhdurbar, Kathmandu

Dear Sir,

I/We under signed declare that, I/we have legally eligible to participate in the procurement process of consulting services for Technical Audit of.....project, contract Package no NVC/TA/...../2076/077/.....I/We also declare that we do not have any conflict of interest in the said assignmentAs a Technical Auditor/Expert.

I/We commit to complete the proposed technical audit service in agreed schedule with high degree of moral and professional ethics.

I/We hereby also declare that I/we have not received any punishment while doing consulting business in the last three years.

Name and Address of Associated Firm submitting the proposal .....  
.....(if proposal submitted by Firm)

Signature of Technical Auditor:  
Name:.....

Date:-

Signature of Expert:  
Name:

Date:-

  
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# Format for Self Declaration & Commitment by Firm

Date: 2076/...../.....

To,  
The Joint Secretary  
Technical Audit & Monitoring Division  
National Vigilance Centre  
Singhdurbar, Kathmandu

Dear Sir,

I ..... (*Name of authorized person*), on the behalf of ..... (*insert name of firm*) declare that the firm legally eligible to participate in the procurement process of consulting services for Technical Audit of.....project, contract Package No. NVC/TA/...../2076/077/..... It is also declared that the firm has no any conflict of interest in the said assignment.

The firm is committed to complete the proposed technical audit service in agreed schedule by proposed personnel(s).

It is also declared that the firm has not received any punishment while doing consulting business in the last three years.

Signature of Authorized Person (For and on behalf of firm) \_\_\_\_\_

Name & Designation: (For and on behalf of firm) \_\_\_\_\_

Date:

Stamp:

## Section 4:- Financial Proposal Submission Letter



[Letterhead of Firm]

To:  
The Joint Secretary,  
National Vigilance Center,  
Technical Audit Division,  
Singhdurbar, Kathmandu.

I/We, the undersigned, offer to provide the procurement services for **Technical Audit of Contract Identification No: -NVC/TA/...../2076/077-....., .....** (*Project Name*)(.....*Stage*) in accordance with your Proposal dated [*insert date.....*]. Our attached Financial Proposal is for the sum of [*insert Amount in words and figures*]**without VAT** for the above mentioned assignment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Technical Auditor/ Firm:

Address:

Stamp:

  
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## Format for submission of financial proposal



**Estimated Amount of Package (Total jobs of the package):**

SN	Description of Work	Project Nos	Qty.	Unit	Rate (in NRs.)		Amounts (NRs.)
					Figures	In words	
<b>1</b>	Technical Auditing of the Project(s) ..... <b>Contract Identification No: NVC/TA/...../2076/077-.....</b> (..... Stage)	1.0 Job	1.0	Package			
	<b>Total Costs (A)</b>						
	<b>Value Added Tax (VAT) @ 13% of (A)=(B)</b>						
	<b>Grand Total including VAT(A+B) NRs. ....</b>						

**Total Cost in figure:**

Authorized Signature: .....

**Total Cost in words:**

Name and Title of Signatory:

.....

Name of Technical Auditor/firm:

.....

Date: .....

Stamp:




## **Section 5:-Terms of Reference**

Terms of Reference for Consulting Services for Technical Audit of

**Contract Package No: - NVC/TA/...../2076/077-.....**

**Name and Location of Project.....**

### **1.0 Background**

National Vigilance Centre (NVC) was established according to article 37 of Corruption Control Act, 2059 and functioning as article 38 of the same. NVC plays preventive and vigilant role in order to promote good governance by creating fair economic discipline, moral ethics and transparency. It is under direct supervision and control of the Prime Minister of Nepal. The center especially focuses on the preventive and promotional activities on public services.

For strengthening governance in infrastructure project, Technical Audit & Monitoring Division (TADM) of NVC is continuously carrying out Technical Audit (TA) of several projects since F/Y 2060/061. TA is a systematic and independent process for obtaining evidence and evaluating this objectively to determine the extent to which needs or expectations are fulfilled. It is the process of maintaining and ensuring the quality of public investment projects through the assessment of time, cost, quality and prevailing rules and regulations. TA can be performed on all public sector projects in planning & design, procurement, implementation and post implementation stage. As per prevailing policy and laws of Government of Nepal, NVC has mandated to train the Technical Auditors and carry out technical audit of the infrastructure projects implementing by different Ministries, Departments and Authorities.

### **2.0 Project Area Information**

The salient features of the project are as shown in the annex A.

### **3.0 Objectives of Technical Audit**

The primary objective of the TA is the assessment of the technical aspects of the project. This will enable the Government of Nepal and concerned agency to enhance the overall performance of the project. Following are the objectives expected by the conduction of TA:

- To improve infrastructure quality and value
- To assure application of prevailing norms, rules & regulation, standard , guidelines
- To assure Transparent, cost effective procurement of goods, works and services
- To analyze critically about project quantity, cost variations and claims
- To analyze project schedule and activities
- To control over annual maintenance expenditure
- To increase project life with decreased life cycle costs
- To aware and alert about Potential defects in the project

  
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- To provide suggestions and feedback to project and implementing agencies



#### 4.0 Study Methodology

The methodology to be adopted requires identification of benchmarks in reference to legal requirements to complete the project. Such legal requirements are the benchmarks or standards. They are required to be adopted/implemented and complied. Those requirements areas per Public Procurement Act (PPA) 2007, Public Procurement Regulation (PPR) 2007, Financial Acts and Regulations (FAR), Directives from Public Procurement Monitoring Office (PPMO), Standard Bid Documents, Design Standards, Approved Contract Documents including Contract Agreement, Design & Drawings, Specifications, Environmental and Social Management Framework (ESMF), approved Plan & Policy, related act & regulation guidelines of concerned agency/project etc. other relevant documents related to specific project could be bills of quantities (BoQ), construction schedules and milestones, quality assurance plan (QAP), quantity control system, quality control test results, interim certificates, procurement report, initial environmental examination report, social assessment report/action plan including resettlement action plan, deed transfer record, record of training conducted, environmental management action plan, safety report/action plan, social and environmental progress and monitoring reports, other relevant documents etc.

Compliance to the legal requirements shall be considered "meeting the standard" and any deviation from compliance shall be considered "the non-compliance" or "not meeting the standard".

The methodology suggested includes two approaches. Firstly, it is to carry out a desk-study/review of relevant project information and other documents including legal requirements. On the basis of such study, the Technical Auditor shall develop a comprehensive audit plan, audit criteria and identify relevant benchmarks/ standards. The audit plan comprising standards should be proposed for approval to the NVC. Once audit plan is approved, it shall be extended with verification tools including audit check list including compliance and non-compliance checklist, audit questionnaire, field visit plan, etc. The overall audit plan should also be proposed for approval to the NVC. Secondly, the Auditor shall supplement with a detailed field check and verification on the on-going project by collecting sample tests results (if required), conducting meetings/ interviews with important stakeholders. Where warranted, a detailed probing or investigation could be also carried out by the Auditor. Overall, it should reflect the basic objective of technical audit. Preparation of a comprehensive report and giving presentation in the NVC should be also part of the methodology as well as scope of services.

#### 5.0 Scope of Technical Audit

Scope of technical audit service is to conduct Technical Audit of

**Name of the project....**

**Component of project....**

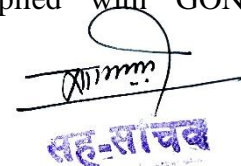
**Stage of project.....**

**District/ Address/Location.....**

The scopes for technical audit have been divided into two stages: (1) process compliance auditing and (2) auditing of non-compliance with detail analysis and reporting. The scopes are focused on the followings; however they are not limited to the suggested below:

##### 5.1 Process Compliance Auditing:

The process compliance auditing is to find out whether planning & design/Procurement/implementation/post implementation process complied with GON rules and regulations, standards, guidelines, norms set or not.





### **(A) Planning & Design Process**

- Availability of project plan, approved Annual Program and budget allocation
- Identification and assessment of needs
- Compliance with standards/guidelines/ESMF in project design
- Review/checking process of various options of designs before final acceptance of a design
- Cost estimates and its relevance linked to Departmental cost schedules and norms
- Approval process of competent authorities
- Soil investigations and use of the investigation results in the design process.
- Any grievances linked to the particular project/work and its handling
- Execution of EIA/IEE and other relevant study report
- Evidence of erection of sign board(s) and its accuracy

### **(B) Procurement Process**

- Approval of the Multi Year Procurement Master Plan and its update
- Approval, updating and dissemination of the Procurement Plan
- Wide publicity and fair access and cost effective transparent process
- Actual procurement timeline vs. the Planned Procurement timeline
- Nomination of Procurement Focal Point
- Actual procurement process and decisions (including grievances and dispute resolutions) vs Public Procurement Act (2007) and Regulations provisions

### **(C) Progress, Contract Management and Quality**

- Completion of the contract and milestones vs the original completion date and milestones.
- Formulation and activities of the Project Management Team at Divisions/Projects
- An assessment of the following:
  - Bank guarantees against advance mobilization,
  - Performance security,
  - Insurances and
  - Contract Price Adjustments (CPAs);
  - Work programs, quality assurance plan and its implementation,
  - Resource (labour /materials/ equipment) stock/balance and mobilization / demobilization plan, list of key personnel at the site, and calibration of laboratory equipment,
  - Records linked to (a) quarry opening, quarry operation and rehabilitation plan, (b) borrow pits, their operation and rehabilitation plan, (c) spoil disposal locations and their rehabilitation plan;
  - Field verification linked to (a) request for inspection, (b) instruction sheet, and (c) daily works outputs and site diaries.;
  - Field verification of availability of materials testing equipment, lab test manuals and or guidelines, record keeping, qualified/skilled personals, etc.;
  - Field verification of (a) work drawing (b) workmanship (c) trial testing of materials, (d) testing of laboratory equipment, (e) tests results including in site lab and outside lab tests (f) photographic evidences
  - Payment certificates including certified material test results;
  - Time extensions, quantity and rate variations, and issuance of work orders
  - claims and their Engineers determination and Office of Auditor General (OAG) audit observations, responses and % of audit objection clearance
  - Load tests, Completion/Taking over Certificates, Defect Liability Certificates, Final Clearance Certificates, As-built Drawings and handing-over of project/works.

- GRM report for responses made to public grievances/complaints/suggestions on civil works contracts and their quality;



#### (D) Social and Environmental Management

- Records on social screening including IEE, RAP, and SAP and environmental screening including (Environment Management Action Plan) EMAP, EIA and others Safety Plan
- Compliance monitoring results on above action plans during project implementation
- Adherence to the Environmental and Social Management Framework (ESMF) in managing social and environmental issues

#### (E) Operation process

- Benefit evaluation and monitoring
- Cost effectiveness operation, sustainability and functionality of project
- Lesson learned

#### 5.2 Auditing of compliance/non-compliance with detail analysis and reporting:

The analytical auditing is to carry out holistic analysis of the non-compliances and their cause and effect in overall. The report should be significant for future similar projects as a “lesson learn”. Few examples are given below

**Ad-hoc planning** and budgeting may result from a number of factors including: non-fulfillment of obligations by the employer including unable to adopt established planning tool and unable to cope with external factors such as unjustified political pressure, lack of accountability to standards, guidelines etc.

**Cost overrun** may result from a number of factors including: inadequacy of survey and investigation at design stage, inadequacy of design, irrelevant or unwarranted work variation, additional works, price escalation, contractor’s claims etc.

**Time overrun** may result from number of factors, including: non-fulfillment of obligations by the employer, non-fulfillment of obligations by the consultant, frequent design alteration, change in the scope of work, force majeure, contractor's schedule-related negligence, quality assurance plan not complying with the work program, resource constraints, additional works, labour problems, litigation, change in government regulations etc.

**Poor quality** may be attributable to inadequacy of quality control including testing facilities (room, lab test equipment, calibration of equipment, lab test manuals and or guidelines, record keeping etc.) absence of qualified personals in laboratory, inadequate supervision, contractor's negligence, absence of or weak monitoring by employer etc.

**Claims, Disputes and Litigation** cases may arise from inadequate technical investigations, non-fulfillment of obligations by the employer, non-fulfillment of obligations by the consultant, ambiguity or incompleteness of the conditions of contract, change in government regulations, force majeure, trade union activities, unexpected archeological findings or similar unanticipated conditions etc.

**Design changes during construction** may be attributed by inadequacy of survey and investigation at design stage, not adopting standard specified for geotechnical, structural and hydrology, absence or inadequate wider discussion within Departments and Consultants for selection of best options, absence of field verification after design completed etc.

  
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**Grievances** could be the results of many other factors including social and environmental factor, poor quality of works etc.



**The scope of Technical Audit mainly depended on the stage of project at which TA is supposed to perform**

### 6.0 Auditors Competency:

Technical Auditor can apply individually with required documents. Separate Expert is mandatory in a proposal if technical auditor do not have specific experience in the proposed assignment. Technical Auditor/Expert is fully responsible for completion of entire assignment. In case of separate expert, it is mandatory for him/her to involve at least in preparation of checklist, audit, plan, criteria, questionnaires, field work, NCR identification and presentation. It is mandatory to have a defined scope of firm to provide engineering consulting services which shall be clearly supported by documents attached with proposal.

Team composition of Personnel involved in the technical Audit is as follow

<b>Professional Key Personnel</b>	<b>Minimum General Experience after Bachelor Degree in Engineering</b>	<b>Minimum Specific Experience after Bachelor Degree in Engineering</b>	<b>Minimum Academic Qualification Required</b>	<b>Training Required</b>
Technical Auditor	10 yrs	5yrs	Bachelor Degree in Engineering	Technical Auditor's Training conducted by NVC
Expert	10 yrs	5 yrs	Bachelor Degree in Engineering	--

### 7.0 Reporting Requirements

Technical Audit Final Report shall be prepared in prescribed format (ANNEX C) given by TAMD/NVC. Report prepared without following the given format will not be accepted by TAMD/NVC. Draft and Draft Final report shall follow the same format.

- a. The auditor shall submit an Inception Report along with **Audit Plan** and **Work Schedule** within two week from the commencement of contract. The Auditor shall take approval of Inception Report from Technical Audit and Monitoring Division before field/site visit. The inception report shall be based on desk study of particular contract package and its scope of works.
- b. Technical Audit and Monitoring Division in NVC shall monitor the auditor's activities in the field as per the audit plan and work schedule.
- c. **The photographs should be all in color postcard size and clearly seen evidence for NCR and other photographs with suitable captions in A4 page at Draft, Draft Final and Final Report.**
- d. **Two copies** of Draft Report shall be submitted within Eight weeks from the date of contract commenced. Report submitted after the given deadline, shall not be entertained except in uncontrolled situation.

- e. **Three** copies of Draft Final Report shall be submitted incorporating all comments from NVC within 10 days of letter of issue. After the submission of Draft final report, auditor should attempt presentation of the findings in presence of NVC /TAMD officials along with concern stakeholders.
- f. **Six** copies of Final report shall be submitted within 11<sup>th</sup> week by incorporating all comments during presentation. An electronic **copy of the technical audit report along with all supporting documents, audit questionnaire, check list, photographs, NCR etc should be included in pen drive** shall be submitted with final hard copy reports.
- g. The Technical Auditor must submit original NCR sheets and original audit Questionnaires in one of the final Reports and label the final report "ORIGINAL" on the cover of the report.
- h. The Technical Auditor must submit opening and closing meeting minute, field visit verification sheet (**Annex D**) with photographs showing the Auditor/Expert's presence in the meeting of each field visit.
- i. NCR format provided in Annex – B shall be strictly followed while submitting the audit report to NVC. The incomplete and improperly filled NCR sheet shall case rejection of whole Technical Audit report.
- j. S-curve & Earned Value Analysis shall be included in Technical Audit Report.
- k. All Audit Questionnaires should be filled and signed by Project Manager. Original copies must be submitted in the Final Report.

## **8.0 Presentation**

Technical Audit Report Presentation shall be made by Auditor as scheduled by TAMD/NVC. If, Auditor fails to make presentation in given schedule, TAMD/NVC will not be responsible for reschedule. If presentation found unsatisfactory and fails to address comment raised by participants, Technical Auditor shall make next presentation in coordination with TAMD/NVC. Technical Auditor unable to make new presentation or fail to fulfill the requirement, his/her report may not be accepted. Technical Auditor/Firm shall be responsible for arrangement of logistic and refreshments during report Presentation as scheduled by TAMD/NVC.

## **9.0 Payment**

The first initial payment of 40% of agreed amount shall be paid after approval of submitted Draft final report in NVC. Remaining amount of 60% of agreed amount shall be paid as soon as the Final report is submitted with incorporation of all the comments from the TAMD/NVC on presentation and accepted by National Vigilance Centre. Final payment shall be made only after final bills identified as such, have been submitted by the Technical Auditor/Firm and approved by the TAMD/NVC.

## **10.0 Contractual Arrangements**

The Auditor's contract will be with Government of Nepal and will be based on a contract agreement consistent with the contract document as per PPMO and Technical Auditor's Code of Conduct 2067 Guidelines for audit services contracts and in accordance with rules and regulations of NVC.

  
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National Vigilance Center, Technical Audit and Monitoring Division shall act as employer on behalf of Government of Nepal.



If technical auditor has to re-visit site due to incomplete work or unsatisfactory report, the cost and liability shall be covered by Technical Auditor/Firm.

Auditor will be provided an official authority for technical audit on behalf of NVC. Technical Auditor/Expert/Firm shall arrange all the logistics, services, insurance and output for assignment associated with the contract.

Liquidated damage will be charged as per the Public Procurement Act/ Regulations for the late submission of the report. Time extension may be granted to auditor if request is made to NVC in due time with justifiable reasons with no additional payment.

## **11.0 Defect Liability**

Submission and acceptance of the final report does not relieve the Technical Auditor/ Firm from the responsibility for the authenticity and correctness of the field data, analysis and conclusions. The Technical Auditor/ Firm shall be responsible if any discrepancy is found in the site data or analysis presented in the report during submission and presentation of report.

## **Section 6:-Conditions of Contract**

### **Article 1 General**

#### **1.01 Description of Work**

The work to be performed by the Technical Auditor/Firm under this Contract consists of those described in the Terms of Reference attached with this document.

#### **1.02 Signing of Agreement**

The Technical Auditor/Firm shall sign the Agreement within seven days of the notice given by the TAMD/NVC and the failure on the part of the Technical Auditor/ Firm to do so shall automatically empower the National Vigilance Center to award the job to the next Technical Auditor/Firm. It is mandatory to present Technical Auditor during signing of contract agreement.

#### **1.03 Commencement Date**

The Technical Auditor/Firm shall commence the work from the date of issue of commencement letter after signing of the contract Agreement.

### **Article 2 Organization and personnel**

#### **2.01 Time schedule of the field and office works**

Time schedule of the office works and field works have to be submitted to the National Vigilance Center at the time of **signing of the Agreement.**



### **Article 3 Payment to the Technical Auditor/ Firm**

#### **3.01 Payment to Technical Auditor/ Firm**

National Vigilance Center shall pay to the Technical Auditor/ Firm in respect of the work done and/or as provided in the Contract.

#### **3.02 Mode of Billing and Payment**

##### ***First payment***

The first initial payment of 40% of agreed amount shall be paid after approval of submitted Draft final report in NVC.

##### ***Final Payment***

Remaining amount of 60% of agreed amount shall be paid as soon as the Final report is submitted with incorporation of all the comments from the TAMD/NVC on presentation and accepted by National Vigilance Centre.

Final payment under this Article shall be made only after final bills identified as such, have been submitted by the Technical Auditor/ Firm and approved by the TAMD/NVC.

#### **3.03 Taxes**

The Technical Auditor/ Firm is responsible for paying the necessary taxes as in force in the country.

### **Article 4 Reports**

#### **4.01 Reports**

The Technical Auditor/Firm shall submit report to the National Vigilance Center as mentioned in ToR.

### **Article 5 General Provisions**

#### **5.01 Performance of the Works**

The Technical Auditor/ Firm shall carry out the Audit work with due diligence and efficiency and shall furnish the information related to the works as TAMD/NVC may request time to time.

#### **5.02 Insurance**

National Vigilance Center undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the employees of the Technical Auditor/ Firm. The insurance must be undertaken by the Technical Auditor/ Firm.


#### **5.03 Ownership of Reports**

All reports, maps, drawings, notes, specifications, statistics and other technical data compiled or prepared in performing the works shall be the property of the National Vigilance Center. The Technical Auditor/ Firm may take copies of such documents and data but shall not use the same for any purpose unrelated to the Technical Audit work without the prior approval of the TAMD/National Vigilance Center.

#### **5.04 Disposal of Data**

Upon completion or termination of the Technical Audit, the Technical Auditor/ Firm shall;



- 
- (a) Sort and index the documents and data referred to above hereof and transmit the same to National Vigilance Center.
- (b) Return to the National Vigilance Center, any material furnished to the Technical Auditor/ Firm by the National Vigilance Center for the purpose of the work.

**5.05 Assignment**

The Technical Auditor/ Firm shall not assign this package of contract or sub-contract any portion of it without prior written consent of the TAMD/National Vigilance Center.

**Article 6 Termination of Contract**

**6.01 Condition of Termination of Contract**

The Contract can be terminated at any time at the option of the National Vigilance Center if:

- (a) Adequate progress is not being made
- (b) Quality of works is poor
- (c) Any other reason as stated in other parts of the ToR.

**6.02 Suspension**

National Vigilance Center may, by notice to the Technical Auditor/ Firm, suspend in whole or in part the disbursement of funds there under if the Technical Auditor/ Firm shall have failed to carry out any of its obligations under this Contract.

**Article 7 Miscellaneous**

**7.01 Authorized Representative of Technical Auditor/ Firm**

Any section required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed, on behalf of the Technical Auditor/ Firm by his authorized representative.

**7.02 Authorized Representative of the National Vigilance Center**

All orders, direction, and instruction given on behalf of the TAMD/National Vigilance Center to the Technical Auditor/ Firm shall given by the SDE/Engineer in-charge of the technical audit work. In addition to hard copy communication, mode of electronic communication (email, SMS) is also valid between two parties.

**7.03 Variation**

The Contract may be varied by the Agreement between the parties following the prevailing Public procurement Act and Regulation. All such variations shall be in writing signed by the respective authorized representatives of the Technical Auditor/Firm and the TAMD/National Vigilance Center.

**7.04 Confidential Information**

Except with the consent of the TAMD/National Vigilance Center, the Technical Auditor/ Firm and its personnel shall not at any time communicate to any person any confidential information acquired in the course of the technical audit work, nor shall the Technical Auditor/ Firm and its personnel make public the recommendations formulated in the course of, or as a result of the work.

**7.05 Effective Date**

This Contract shall become effective upon the date of signing of the Agreement under Article 1.03 of this Contract.



Handwritten signature and stamp of the National Vigilance Center.



#### 7.06 **Income Tax**

Advance Income Tax as per prevailing acts and rules shall be deducted from final bill.

### **Article 8 Liquidated Damage**

#### 8.01 **Liquidated Damages**

If the Technical Auditor/ Firm fails to complete the whole of the technical audit in the stipulated time or any extension thereof granted under in the stipulated time or any extension thereof granted under Article 8.02, due to its own delay; penalty as per the prevailing Public procurement Act and Regulation shall be imposed and deducted out of final bill of the Technical Auditor/ Firm. i.e. Technical Auditor/ Firm shall pay to the client a sum of 0.05% of the contract price per day( not to exceed 10% of the contract price).

Liquidated damage shall not be subjected to Technical Auditor/ Firm if the delay of the work is due to any events beyond the capacity of the Technical Auditor/ Firm. However, imposing to liquidate damage shall not relieve the Technical Auditor/ Firm of his obligations to fulfill their responsibility as per the contract.

#### 8.02 **Extension of Time**

Extension of time shall not normally be granted except under extreme unavoidable circumstances. The Technical Auditor/ Firm or must apply in writing for extension of time with valid reason, seven days before the end of contract, along with the necessary supporting documents.

#### 8.03 **Award of Contract to other Technical Auditor/ Firm**

If the Contract is terminated as per Article 6.01, the work shall be awarded to other Technical Auditor/ Firm by the National Vigilance Center at its own discretion and the extra amount beyond the Contract amount to be paid to the newly appointed Technical Auditor/ Firm shall be recovered from the Technical Auditor/ Firm whose Contract has been terminated.

### **Article 9 Governing Laws & Dispute Resolution**

#### 9.01 **Law governing the Contract**

The Contract shall be governed by the Laws of Nepal.

#### 9.02 **Dispute Resolution**

**a) Adjudication:** Any dispute of difference arising out of or in connection with the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Nepal Council of Arbitration (NEPCA) rules. The adjudicator shall be any person agreed by the parties. In the event of disagreement, the adjudicator shall be appointed by the National Vigilance Centre

**b) Notice of Dissatisfaction:** If a party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in Rules, the party may give the notice of dissatisfaction referring to this sub clause within 28 days of receipt of the decision or the expiry time for decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding to the parties.

c) **Arbitration:** The dispute which has been the subject of the notice of dissatisfaction as per sub clause 9.02 (b) shall be finally referred to a single arbitrator.



**Article 10 Special Provisions**

10.01 **Defect Liability**  
 The Technical Auditor/ Firm shall be responsible for the correctness of their works even after acceptance of the Final Reports by the National Vigilance Center. The Technical Auditor/ Firm shall bear full responsibility for the Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information etc.

**Section 5:-Contract Agreement**

**Project Name:** .....

**Contract Package No:** NVC/TA/...../2076/077-.....

**Project Stage:** **Implementation/Post Implementation Stage**

THIS CONTRACT (“Contract”) is entered into this **[insert starting date of assignment]**, by and between **[National Vigilance Center]** (“the Client”) having its principal place of business at **[Singhdurbar, Kathmandu, Nepal]**, and **[insert Auditor's name]** (“the Technical Auditor/ Firm ”), having its principal office located at **[insert Auditor's Address]**.

WHEREAS, the Client wishes to have the Auditor perform the services hereinafter referred to, and



WHEREAS, the Auditor is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

<b>1. Services</b>	<ul style="list-style-type: none"> <li>(i) The Auditor shall perform the services specified in “Terms of Reference and Scope of Services”, which is made an integral part of this Contract (“the Services”).</li> <li>(ii) The Auditor shall employ the personnel as per requirement to perform the Services.</li> <li>(iii) The Auditor shall submit to the Client the reports “Terms of Reference and Scope of Services”.</li> </ul>
<b>2. Term</b>	The Auditor shall perform the services during the period commencing <b>[insert starting date of assignment]</b> , and continuing through <b>[insert completion date of assignment]</b> , or any other period as may be subsequently agreed by the parties in writing.
<b>3. Payment</b>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to ToR, the Client shall pay the Auditor an amount not to exceed <b>NRs. [insert amount in figure including VAT]</b>, (<b>In words</b> This amount has been established based on the understanding that it includes all of the Auditor’s costs and profits as well as any tax obligation that may be imposed on the Auditor.</p>

*[Signature]*  
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	<p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below:</p> <ol style="list-style-type: none"> <li>1. <i>First payment</i> The first initial payment of 40% of agreed amount shall be paid as soon as the auditor submits Draft final report in NVC&amp; its approval.</li> <li>2. <i>Final Payment</i> Remaining 60% of agreed amount shall be paid upon submission of Final report incorporating the comments made in presentation and accepted by National Vigilance center.</li> </ol> <p>C. <u>Payment Conditions</u> Payment shall be made in [<i>Nepali rupees</i>], not later than 7 days following submission by the Auditor of invoices in duplicate to NVC. If the auditor could not complete his job within the time mentioned in ToR, there will be no bound for payment to the auditor by NVC.</p>
<p><b>4. Project Administration</b></p>	<p>A. <u>Coordinator.</u></p> <p>The Client designate Mr. /Ms _____ as Head of Technical Audit Division as Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>B. <u>Reports.</u></p> <p>The reports listed in ToR shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made.</p>
<p><b>5. Performance Standards</b></p>	<p>The Auditor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Auditor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.</p>
<p><b>6. Confidentiality</b></p>	<p>The Auditors shall not disclose any proprietary or confidential information relating to the Services, this Contract and maintains complete confidentiality.</p>
<p><b>7. Ownership of Material</b></p>	<p>Any studies reports or other material, graphic, software or otherwise, prepared by the Auditor for the Client under the Contract shall belong to and remain the property of the Client. The Auditor may retain a copy of such documents and software.</p>
<p><b>8. Auditor Not to be Engaged in Certain Activities</b></p>	<p>The Auditor agrees that, after its termination, the Auditor and any entity affiliated with the Auditor, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p>
<p><b>9. Insurance</b></p>	<p>The Auditor will be responsible for taking out any appropriate insurance coverage.</p>



<b>10. Assignment</b>	The Auditor shall not assign this Contract or sublet or sub-contract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	The Contract shall be governed by the laws, rule and regulation of Government of Nepal, and the language of the Contract shall be either English or in Nepali.
<b>12. Dispute Resolution</b>	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the GoN.
<b>13. Termination</b>	The client, in its sole discretion, may terminate this contract, by not than less than fourteen (14) days written of termination to the auditor and permit to continue the work if later if feels necessary.

PROPOSAL documents and the Terms of Reference shall also be an integral part of this agreement.

The agreement is jointly signed by the following authorized persons.

FOR THE AUDITOR

FOR THE CLIENT (TAMD/NVC)

.....

.....

Signed by:

Signed by:

Title:

Title:

Date:

Date:

Stamp:

Stamp:

WITNESS

WITNESS

.....

.....

Signed by:

Signed by:

Title:

Title:

Date:

Date:

  
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## ANNEX - A:-SALIENT FEATURES OF THE PROJECT



..... (Project Budget Head)

- 1) Project Name :-.....
- 2) Location :-.....
- 3) Distance from the District Headquarter :-
- 4) District :-.....
- 5) Cost Estimate (Rs.) :- .....
- 6) Date of Contract :-.....
- 7) Bid Approval Date :-.....
- 8) Contract Agreement Date:-
- 9) Work Order Date :-.....
- 10) Project Completion Date :-.....
- 11) Name and Address of the Contractor :-.....
- 12) Cost of the Contract (Rs.)
  - i. First Contract Cost:-.....
  - ii. Variation :-
  - iii. Total Cost of the Contract :-
- 13) Bill of Payment (Rs.) :-
- 14) Project Progress :-
  - i. Physical Progress: .....
  - ii. Financial Progress: .....
- 15) Client of the Project :-
- 16) Name and Address of the LTechnical Auditor/ Firm :-.....
- 17) Supervisory Office :.....
- 18) Supervisor :-
  - i. Head of District Police Office
  - ii. TST Head, .....
  - iii. TST Member,.....
- 19) Stage of the Project :-
  - i. Implementation Stage
- 20) Investor of the Project :-
  - i. Government of Nepal :-
  - ii. Foreign Loan :-
  - iii. Grant :-

  
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**ANNEX :-B FORMAT FOR NON-CONFORMANCE REPORT (NCR)**



<b>NON-CONFORMANCE REPORT (NCR) NO.:</b>	<b>DATE:</b>			
<b>PROJECT NAME:</b>				
<b>WORK DESCRIPTION:</b>				
<b>LOCATION:</b>				
DETAIL OF NON-CONFORMANCE ( CONTINUE ON SEPARATE SHEET IF NECESSARY )				
<b>CONDITION EXPECTED: -</b>				
 <b>CONDITION FOUND:-</b>				
----- TECHNICAL AUDITOR	----- SIGNATURE	----- DATE		
<b>ROOT CAUSES: WHY DID THIS NON-CONFORMANCE OCCUR? ( CONTINUE ON SEPARATE SHEET IF NECESSARY )</b>				
----- PROJECT MANAGER(NAME)	----- SIGNATURE	----- TECHNICAL AUDITOR	----- SIGNATURE	----- DATE
<b>PROPOSED DISPOSITION: ACTION TO BE TAKEN TO RECTIFY THE NON-CONFORMANCE ( CONTINUE ON SEPARATE SHEET IF NECESSARY )</b>				
i).....				
ii).....and so on				
<b>Action to be taken by date</b>				
----- PROJECT MANAGER(NAME)	----- SIGNATURE	----- TECHNICAL AUDITOR	----- SIGNATURE	----- DATE
<b>RECURRENCE PREVENTION MEASURE: (WHAT MUST BE DONE TO ENSURE NON-CONFORMANCE IS NOT REPEATED)</b>				
<b>ACTION AS FOLLOWS TO REDUCE RISK OF RECURRENCE: ( CONTINUE ON SEPARATE SHEET IF NECESSARY )</b>				
----- TECHNICAL AUDITOR	----- SIGNATURE	----- DATE		
<b>CONFORMANCE OF DISPOSITION: (THIS AND THE FOLLOWING SECTIONS TO BE RETURNED TO THE NVC BY IMPLEMENTING AGENCY)</b>				
<b>THIS CONFIRMS COMPLETION OF THE DISPOSITION WORK ORDERED IN NCR No.</b>				
----- PROJECT MANAGER(NAME)	----- SIGNATURE	----- COMPLETION DATE		
<b>MINISTRY OR DEPARTMENTAL CONFIRMATION OF RECURRENCE MEASURE: (THIS SECTION NEEDS TO BE RETURNED TO THE NVC)</b>				
<b>THIS CONFIRMS IMPLEMENTATION OF THE RECURRENCE PREVENTION MEASURE FROM NCR No.</b>				
----- SECRETARY OR DEPARTMENTAL CHIEF (NAME AND DESIGNATION)	----- SIGNATURE	----- DATE		

  
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**ANNEX C Technical Audit Report Format**

  
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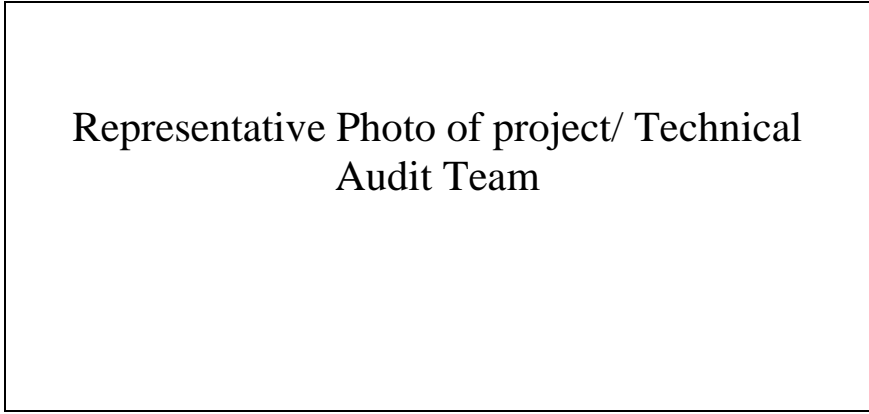


Government of Nepal  
National Vigilance Center  
Singadurbar, Kathmandu, Nepal



## Technical Audit Report of

.....  
(Insert Name of Project and package/component of audit)  
Name of Project client: .....  
Contract Package No: NVC/TA/.../2076/77-.....  
(.....stage)



Representative Photo of project/ Technical  
Audit Team

### Submitted by:

Technical Auditor: Er. ....  
.....[Insert firm name]  
Address: .....  
Tel. / Fax No. : .....  
Mobile: .....Email:.....  
(.....Insert Month and Year of submission)

  
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Acknowledgement/Foreword

Auditors' Declaration : (should be included in Final Report) in following format,

To

National Vigilance Center

Technical Audit and Monitoring Division

Singadurbar, Kathmandu



**Subject: Final Declaration**

*I/We declare that,*

*Received, understood and reviewed the comments, feedbacks, suggestions (on Draft and Draft Final report) from NVC/TAMD and participants of report presentation session at NVC.*

*Incorporated all appropriate comments, feedbacks and suggestions in preparing Final Report.*

*The entire assignment and Final Report is prepared and completed by myself/ourselves as per requirements of contract documents, Technical Audit standards and with full professional ethics.*

*I/We will bear full professional responsibility of submitted Final Report.*

**Technical Auditor**

**Expert**

**Endorsed by: (Authorized person/representative from Firm)**

Email:.....

Mobile: .....

Firm seal/stamp:.....

Date:.....

- i. Abbreviation/Acronyms (*in alphabetic order*)
- ii. Executive summary

*Executive Summary should such that the busy executive /policy level administrators can understand and make decision effectively for further action)*

NCR in given tabulated format shall be included in NCR

NCR No	Condition Expected	Condition found	Root cause	Proposed disposition	Reoccurrence preventive Measures	Deadline for correction/disposition	Remarks

- iii. Salient feature of Project

Table of content

Chapter 1- Introduction

1.1 Introduction of National Vigilance Center and Technical Audit

1.2 Project Background

1.3 Package description, organization and rationale of Audit



#### 1.4 Technical Audit Team and schedule

Team:

Technical Auditor:

Expert:

Schedule:

Activities	Date/duration	Remarks
Desk study		
Field Work		
Office Work		
Presentation		

#### 1.5 Scope of Technical Audit

##### Chapter 2-Methodology

This section includes all the process and procedures followed actually after contract sign for TA and until the final report submission in acceptable version. Package specific logical flow chart, and all the steps/activities should be mentioned objectively based on particular package. The steps and activities should have direct related and linkages with the Audit scope, audit checklist and questionnaire, compliance check, drawing conclusion and recommending.

The methodology shall include the detailed description of following activities at least and all the activities, methods applied during audit.

##### **2.1 Desk study:**

Collection of documents and discussion with officials in center office

Preparation if audit plan, check list questionnaire etc.

Study and review of documents at project office and preparation of supplementary checklist and questionnaires.

##### **2.2 Field work:**

Opening meeting

Collection of additional documents and records of the project site.

Discussion with project officials, stakeholders and project site.

Project field visit and inspection of project site

Discussion with project official and stakeholders at project site

NCR identification

Closing meeting

##### **2.3 Office Work:**

Preparation and submission of draft report

Receiving and addressing comments/feedbacks from TAMD/NVC and submission of Draft final report

Presentation and adjustment of comments/feedback from presentation and preparation of final report and final report submission

##### **2.4 Others, if any**

#### **Chapter 3-Evidence collection, comparison and evaluation**

Audit check list and questionnaire are prepared with the Audit scope and these all information should be compared and evaluated individually in proper way. Such comparison should be presented in appropriate format. The evaluation should be made in objectively, clearly and more significantly as far as possible.

#### **Chapter 4- Audit Findings, Analysis and Non-compliances reports**

This section includes analyzes and summarizes the Audit findings in proper format with the significance of results and indication of information received from the Technical Audit. This section includes subjective and objective analysis as well. The NCRs should be inserting in this section in defined format fulfilling the all requirements. NCR shall be supported with the appropriate and clear photographs attached in annex citing properly.

#### **Chapter-5 Conclusion and Recommendation**

Conclusion of Technical Audit report should be clear and specific based on audit findings and it should give the reflection of total Technical Audit of the package. The recommendation section should be synthesized and presented in such a way that it would be instructed project and its higher authority for project improvement and correction of mistakes found. The recommendation should be audit package

specific, clear and specific. However, some of policy related, programme structure related and operational issues related to project and package may be included.

Annex

- List of person meeting and visiting offices during audit
- Audit Check list(Desk study and field study)
- Audit Questionnaire
- Audit Photographs
- Minutes (Opening and closing meetings)
- Field visit Endorsement letters
- Project documents with list and separator (copy of necessary and important documents only)

*In addition to these documents, Technical Auditor is suggested to compile additional supporting documents collected during audit process, shall be compiled in separate volume as report preparation and presentation references. This volume shall not be necessarily submit to TAMD/NVC .*

### **Each proposal contained following documents/information**

- Financial Proposal
- Technical Auditors/Expert's Curriculum Vitae (CV)
- Self Declaration& Commitment Letter by Technical Auditor/Expert
- Self Declaration& Commitment Letter by Firm
- Attested Copy of

Technical Auditors' Training Certificate

Expert's B.E. or Equivalent certificate & Nepal Engineering

Council registration Certificate

Firm registration certificate

PAN/VAT Registration Certificate

Tax Clearance Certificate



  
सह-सचिव

**ANNEX D Field Verification Format**



**FIELD VISIT VERIFICATION FOR TECHNICAL AUDITOR**

**National Vigilance Centre  
Technical Audit and Monitoring Division  
Singhdurbar Kathmandu**

Technical Audit of (Project Name).....

Technical Audit Contract Package No:.....

Name of Technical Auditor.....

Name of Expert.....

Field Visit Dates (YYYY/MM/DD) : From ..... To.....

Field Visit accompanied by Project staff:

1. Name.....Designation.....Phone no.....
2. Name.....Designation.....Phone no.....
3. Name.....Designation.....Phone no.....
4. Date of Opening Meeting..... Date of Closing Meeting.....

Remarks from ProjectChief/Office Incharge:

.....  
.....  
.....  
.....

Technical Audit field visit endorsed by:

Project Chief/Office Incharge

Name.....

Position.....

Signature.....

Office Name..... Date: .....

Office Seal.....

(This form shall be fill up by concern Project Chief/Office In-charge and technical auditor shall submit the original copy along with report.)

  
बह-साचर