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Government of Nepal

**National Vigilance Centre**

Singhadurbar, Kathmandu, Nepal

**Request for Proposal (RFP)**

**For**

**Training of Technical Auditor**

**Of**

**Contract Identification No:**

**NVC / TAT – 01, 2074/075**

Address:

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

Phone: 977 -1- 4200350, 977-1- 4211948

Fax: 977-1- 4200400

**November, 2017**

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Government of Nepal

**National Vigilance Centre**

Singhadurbar, Kathmandu, Nepal

**Request for Proposal (RFP)**

**For**

**Training of Technical Auditor**

**Of**

**Contract Identification No:**

**NVC / TAT – 01, 2073/074**

**Part I**

# Technical Proposal

Address:

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

Phone: 977 -1- 4200350, 977-1- 4211948

Fax: 977-1- 4200400

E-mail: [navic@nvc.gov.np](mailto:navic@nvc.gov.np)

**November, 2017**

## Section 1: Letter of Invitation

Government of Nepal

**National Vigilance Center**

Singhadurbar, Kathmandu

Phone: 01-4200350,01-4211948 Fax: 01-4200400

E-mail: navic@nvc.gov.np

Date: 2074/08/01

The National Vigilance Centre, Technical Audit and Monitoring Division invite proposals from interested institution to provide services on Technical Auditor's Training (TAT) **Contract Identification No: NVC / TAT– 01, 2074/075.**

1. More details on the services are provided in the attached Terms of Reference (TOR).

2. The Request for Proposal (RFP) has been addressed to qualified training institute.

3. An institute will be selected under the Quality and Cost Based System (QCBS) as described in Public Procurement Act/ Regulations.

4. The RFP includes the following documents:

|  |  |
| --- | --- |
| Part - I | **Technical Proposal** containing: |
|  | 1. Letter of Invitation 2. Information to Institutes 3. Technical Proposal’s Format |
| Part - II | **Financial Proposal** containing: |
|  | 1. Financial Proposal – Bill of Quantities 2. Conditions of Contract 3. Terms of Reference 4. Standard Form of contract of Agreement |

## Section 2: Information to Institutes

|  |  |
| --- | --- |
| 1. | Eligible and interested Training institute/firms may obtain detailed RFP form our website [www.nvc.gov.np](http://www.nvc.gov.np). |
| 2. | Proposals should be submitted to: - Technical Audit & Monitoring Division, National Vigilance Center, Singhdurbar, Kathmandu. |
| 3. | The deadline for submission is:- as mentioned in notice. |
| 4. | Clarification on the RFP may be obtained from: Technical Audit & Monitoring Division, National Vigilance Center, Singhdarbar, Kathmandu. Telephone: +977-014211948, +977-014200350, Fax: +977-014200400 and Email: navic@nvc.gov.np |
| 5. | Proposals must remain valid 30 days from the date of submission. |
| 6. | The language of proposal shall be English. |
| 7. | The Training institute/firms shall submit technical and financial proposals under a **Two-Envelope** system. A separate wax sealed envelope clearly mentioning the type of proposal (Technical and Financial) and the jobs proposed on the envelope shall be enclosed in one wax sealed envelope. The Institutes/Firms must submit an original proposal as shown in S. No 18. |
| 8. | Eligibility Criteria  Attested copy of Valid Corporate Registration Certificate, Tax Clearance Certificate of F/Y 2073/074, and VAT Registration Certificate. |
| 9. | The marks distribution under each of the Technical Proposal evaluation are as follow:   |  |  |  | | --- | --- | --- | | **S. N.** | **Criteria** | **Max. Score** | | | **1** | **(A) Adequacy of the proposed Training plan** | **20** | | 1. Methodology |  | | 1. Knowledge Transfer |  | | 1. Comments on TOR |  | | **2** | **(B) Manpower and Experiences** | **60** | | **a. Manpower** |  | | 1. Auditors training Expert (3 persons) - Technical |  | | 1. Coordinator/Managerial/presentation Expert ( 1 person) |  | | 1. ISO Audit Training Expert (any certified field)- 1 person |  | | **b. Key Experience of trainer** |  | | 1. General training experience in Engineering field |  | | 1. Specific training experience in Technical Audit |  | | **3** | **(C) Training Infrastructure** | **10** | | 1. Room and Infrastructure for 25 trainees/ parking |  | | 1. Training Equipments (Multimedia, laptop, Generator etc.) |  | | **4** | **Average Annual Turnover (At least 17.5 Lakhs) for last 3 yrs** | **10** | | **Total** | | **100** |   Note: The minimum technical score to pass is 70. |
| 10. | The process of Institute/Firms selection is QCBS :- the weights given to the Technical and Financial Proposals are:  Technical = 90%  Financial = 10%  The formula for determining the financial scores is the following:  SF = 100 x Fm/F, in which SF is the financial score, Fm is the lowest price and F the price of the proposal under consideration |
| 12. | The assignment is expected to commence on [***from the date of signing***] at NVC: |
| 13.  13.1  13.2  13.3  13.4  13.5 | **Conditions of Rejection / Non-consideration of the Proposals:**  If the proposal lacks the authorized signature and firm's stamp in each pages.  If the proposal fails the inclusion of attested copies of Corporate Registration, Tax Clearance of F/Yr.073/074 or Extension time for Tax clearance certificate, VAT Registration Certificate.  If the proposal is found to be non-responsive (i.e. it has not fulfilled all the requirements or any statement provided in proposal is found to be false that affects the evaluation, and then the whole proposal shall be rejected.  If any statement in the Technical Proposal provides information or indication about the financial proposal.  The technical proposal shall not be considered if the proposed personnel do not fulfills the required qualification and skills as is required for the services and as mentioned in the TOR. |
| 14. | Institute/firms should mention in Trainer’s CV about work experience mentioning Project/Office name, Position held and their Duration, Major working activities responsibilities chronologically ascending/descending order. |
| 18. | **Submission of the Proposals:**  Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows:  TECHNICAL / FINANCIAL PROPOSAL (as appropriate) for  Training of Technical Auditor  **Contract Identification No:**  **NVC / TAT – 01, 2074/075**  Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows:  TECHNICAL & FINANCIAL PROPOSAL for  Training of Technical Auditor Services of  **Contract Identification No:**  **NVC / TAT –01, 2074/075**  The single sealed envelope then should be addressed and submitted to:  National Vigilance Centre  Technical Audit & Monitoring Division  Singhdurbar, Kathmandu  **The envelope must clearly bear the name and address of the firm.** |

## Section 3: Technical Proposal’s Format

### 3A. Introduction

Technical audit is done to monitor the activities, which is done according to the rules and regulation of Nepal Government, Norms of development and contract document. The main purpose of audits is to examine how well the planned or design criteria are met by the project within the allocated time frame and budget. Technical Audit depends upon the nature and volume of the Public development activities. NVC may assign a technical auditor to perform technical audit of any project.

### 3B. Objective

The objective of technical auditor's training is to be familiar with technical audit for government & private sector engineers and develop technical auditors to perform technical auditing job effectively assigned by NVC to them.

### 3C. Methodology and Work Plan

Provide a brief description of your proposed approach and methodology in terms of:

1. For overall response and understanding of the job
2. Summary of the training & its nature.
3. Critical review of TOR and other relevant documents
4. Bar chart, Work Schedule and Manning Schedule.
5. The institute shall present their own methodology of the work. Here are some guidelines for methodology of the work but which are not binding.
6. Theoretical class/knowledge on course that may contain preparation of Audit Plan, Review of Project Documents, Technical Audit Criteria, Checklists and Questionnaires.
7. Field visit
   1. Evidence collection,
   2. Interview with project stakeholders.
   3. Discussion of Non-Conformance Reports (NCR), Root Causes, Proposed Dispositions and Issuance of NCRs.
   4. Discussion of S-Curve analysis and Earn Value analysis
8. Reporting and Presentation.

### 3D. Deliverables

### 3E. Time Framework

**Proposal should follow the Technical Proposal's format in Sequential order.**

### 3F. Format of Curriculum Vitae (CV) for Proposed Trainer

* Position:
* Name of Institute:
* Name of key Staff:
* Address of the Staff:
* Profession/Responsibility/Major activities:
* Date of Birth:
* Presently employed by the firm? (Yes or No)
* If Yes, years with the firm:
* Nationality:
* Engineering Council Membership No. (if applicable):
* Membership in Professional Societies:
* Date of Graduation:
* Specialization

**Key Qualifications:**

Give an outline of trainer’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

**Education:**

Summarize college/university and other specialized education of proposed trainer, giving names of schools, dates attended, and degrees obtained.

**Specialization:**

Degree obtained and the description of the thesis/research that has done in master degree or ph.d.

**Employment Record:**

Starting with present position, list in reverse order every employment held. List all positions held by Trainer’s since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience last fifteen years, also give types of activities performed and client references.

**Experience:**

**The Technical Firms should mention in trainer’s C/V about work experience written (Project name, Working Activities, Position held and Duration) chronologically in ascending/ descending order. Specific Experience refers to the experience related to similar nature past experience, TOT etc.** It shall be written as

Project Name:-

Client’s Name, Address and Contact No:-

Position Held:-

Duration:-

Activities:-

**Languages:**

For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If on physical verification, the statement regarding qualifications and experience of my personnel/institute/firm are found to be false, I /we accept black listed as per legal preceding or any legal actions of Government of Nepal.

Date: Day/Month/Year

[Original Signature of Technical Firms by authorized representative of Firm in Each Page]

Full name of firms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The curriculum vitae of the personnel shall be rejected under any of the following conditions

* **If the CV does not bear the original signature of the Authorized & Concerned Person in each page.**
* **If on physical verification, the statement regarding qualification and experience of any personnel are found to be false.**

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Government of Nepal

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

**Request for Proposal (RFP)**

**For**

**Training of Technical Auditor**

**Of**

**Contract Identification No:**

**NVC / TAT – 01, 2074/075**

**Part II**

# Financial Proposal

Address:-

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

Phone: 977 -1- 4200350, 977-1- 4211948

Fax: 977-1- 4200400

E-mail: navic@nvc.gov.np

**November, 2017**

## Section 4: Financial Proposal Submission Form

[Letterhead of Firm]

To:

The Joint Secretary,

Technical Audit & Monitoring Devision

National Vigilance Center,

Singhadurbar, Kathmandu.

We, the undersigned, and offer to provide the services for **Technical Auditor's Training of Contract Identification No: NVC / TAT – 01, 2074/075** in accordance with your Request for Proposal dated [***Date***]. Our attached Financial Proposal is for the sum of [***Amount in words and figures***]. This amount is exclusive of the local taxes, which we have estimated at [***Amount(s) inwords and figures***].

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 that you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Institute/Firms:

Address

## Section 5:

The detail guidelines for Institute / Firms for preparation of financial proposals are as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| S.N | Items | Per Unit Rate | Quantity | Days | Amount | Remarks |
| **Technical Auditors Training of Contract Identification No: NVC / TAT – 01, 2074/075 *with following activities in sequential order as per the contract agreement.***  **A. Remuneration** | | | | | | |
| 1 | Trainers' remuneration for input |  | 5 | 6 |  | Per sessions or periods |
| 2 | Resource Person for consultation to trainees (Preparation of Audit Plan, Checklist, Critera, Questionnaire etc) |  | 1 | 2 |  | Per day |
| 3 | Resource Persons Remuneration for individual Consultation for Report Writing |  | 2 | 4 |  | Per day |
| 4 | Resource persons for evaluation of Report and Presentation |  | 4 | 3 |  | Per day |
| 5 | Coordinator / facilator for the Training |  | 3 | 18 |  | Per day (2 persons from NVC and 1 person from Institute) |
|  |  |  | **Sub-Total** | |  |  |
| **B. Lunch, Tea and snacks** | | | | | | |
| 1 | Lunch, Tea and Snacks |  | 34 | 18 |  | 25 participants + 3 trainers + 2 coordinators + 2 staff |
|  |  |  | **Sub-Total** | |  |  |
| **C. Stationeries** | | | | | | |
| 1 | Training Materials (Handouts, stationeries etc ) |  | 25 |  |  | Per participant |
|  |  |  | **Sub-Total** | |  |  |
| **D. Miscellaneous Costs (Training Hall rent, Multi-media and other Training Equipment Rent, Generator etc.)** | | | | | | |
| 1 | Hall/ ICT |  | 1 | 15 |  | Per day |
| 2 | Multimedia and equipment |  | 1 | 15 |  | Per day |
| 3 | Generator Charge |  |  |  |  | Lump sum |
|  |  |  | **Sub-Total** | |  |  |
| **E. Vehicle Cost** | | | | | | |
| 1 | Sites visit for trial audit |  | 5 | 3 |  | Lump sum |
|  |  |  | **Sub-Total** | |  |  |
| **F. Managerial Cost** | | | | | | |
| 1 | Co-ordination and management |  |  |  |  | Lump sum |
|  |  |  | **Sub-Total** | |  |  |
| **G. Reporting** | | | | | | |
| 1 | Submit report to NVC and the Project |  |  |  |  | Lump sum |
|  |  |  | **Sub-Total** | |  |  |
| **H. Opening and Closing** | | | | | | |
| 1 | Opening, Closing and Certificate Distribution |  |  |  |  | Lump sum |
|  |  |  | **Sub-Total** | |  |  |
|  | **Total Costs (A)** | | | |  |  |
|  | **Value Added Tax@ 13% of (A)** | | | |  |  |
|  | **Grand Total (NRs.)** | | | |  |  |

Authorized Signature: ………………………………………………

Name and Title of Signatory: …………………………………………………………………

Name of Institute/Firms: ………………………………………………………………………

Date: ………………………………………………

Stamp:

**Total Cost in figure:**

**Total Cost in word:**

**Section 6: Conditions of Contract**

**Article 1: General**

1.01 **Description of Work**

The work to be performed by the Institute/Firms under this Contract consists of those described in the Terms of Reference of this document.

1.02 **Signing of Agreement**

The Institute/Firms shall sign the Agreement within seven days of the notice given by the Technical Audit & Monitoring Division, NVC and the failure on the part of the Institute/Firms to do so shall automatically empower the National Vigilance Center to award the job to the next Institute/Firms.

1.03 **Commencement Date**

The Institute/Firms shall commence the work from the date of signing of issuing of letter of commencement of work from the NVC.

**Article 2: Organization and personnel**

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

Time schedule of the office works & field work shall have to be submitted to the National Vigilance Center for approval at the time of signing of the Agreement**.** The Institute/firm shall submit team composition and task assignment of technical/managerial supporting staffs briefly.

**Article 3: Payment**

3.01 **Payment to Consultant**

National Vigilance Center shall pay to the Institute/Firms in respect of the work done and/or as provided in the Contract.

* 1. **Mode of Billing and Payment**

## First payment

The first payment of 40% of agreed amount shall be paid as soon as the Institute/Firms submit report that contain evidence of completion of all lecture classes with participant attendance and resource person in NVC & its approval.

## Final Payment

Remaining amount of 60% of agreed amount shall be paid as soon as whole training is completed and the Final report is submitted to 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 Institute/Firms and approved by the National Vigilance Center.

3.03 **Taxes**

The Institute/Firms is responsible for paying the necessary taxes as in force in the country.

**Article 4: Reports**

4.01 **Reports**

The Institute/Firms shall submit to the National Vigilance Center the reports as indicated in ToR.

**Article 5: General Provisions**

5.01 **Performance of the Works**

The Institute/Firms shall carry out the assigned work with due diligence and efficiency and shall furnish the National Vigilance Center, the information related to the works as the National Vigilance Center may time to time reasonably request.

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 Institute/Firms. The insurance must be undertaken by the Institute/Firms.

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 Institute/Firms may take copies of such documents and data but shall not use the same for any purpose without the prior approval of the National Vigilance Center.

5.04 **Disposal of Data**

Upon completion or termination of the assigned job, the Institute/Firms 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 Institute/Firms by the National Vigilance Center for the purpose of the work.

5.05 **Assignment**

The Institute/Firms shall not assign this package of contract or sub-contract any portion of it without prior written consent of the 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 contract document.

6.02 **Suspension**

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

**Article 7: Miscellaneous**

7.01 **Authorized Representative of Consultant**

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 Institute/Firms by their authorized representative.

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

All orders, direction, and instruction given on behalf of the National Vigilance Center to the Institute/Firms shall given by the division chief of the technical audit work.

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 Institute/Firms and the National Vigilance Center.

7.04 **Confidential Information**

Except with the consent of the National Vigilance Center, the Institute/Firms shall not at any time communicate to any person any confidential information acquired in the course of the technical auditor's training work, nor shall the Institute/Firms 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.

7.06 **Income Tax**

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

**Article 8: Liquidated Damage**

8.01 **Liquidated Damages**

If the Institute/Firms fails to complete the whole of the technical audit 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 Institute/Firms. i.e. Institute/Firms 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 Institute/Firms if the delay of the work is due to any events beyond the capacity of the Institute/Firms. However, imposing to liquidate damage shall not relieve the Institute/Firms 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 Institute/Firms 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 Institute/Firms**

If the Contract is terminated as per Article 6.01, the work shall be awarded to other Institute/Firms by the National Vigilance Center at its own discretion and the extra amount beyond the Contract amount to be paid to the newly appointed Institute/Firms shall be recovered from the Institute/Firms 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 Institute/Firms shall be responsible for the correctness of their works even after acceptance of the Final Reports by the National Vigilance Center. The Institute/Firms shall bear full responsibility for the Authenticity of all the data/information.

Section 7: **Terms of Reference for Services for Technical Auditor's Training**

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Government of Nepal

**National Vigilance Centre**

Singhdurbar, Kathmandu, Nepal

**Terms of Reference for**

**Services**

**For**

**Technical Auditor's Training**

Contract Identification No:- NVC/TAT - 01, 2074 / 075

Address:

**National Vigilance Centre**

Singhdurbar, Kathmandu, Nepal

Telephone: 977 -1-4200350, 977-1-4211948

977-1-4200400 (Fax)

E-mail : navic@nvc.gov.np

**November, 2017**

# Background

National Vigilance Center (NVC) has mandate to carry out technical audit of the infrastructure projects that are implemented through the different government agencies. For that purpose, National Vigilance Centre has to train professional engineers to be qualified as a technical auditor. NVC has successfully completed 15th (Fourteen) batches technical auditors training till now. Since demand of technical audit is increasing rapidly in infrastructure projects, its requirement increasing accordingly and it becomes important tool for project manager to enhance the overall performance of the project. NVC is therefore enriched the pool of trained 'Technical Auditors' through the continuation of technical auditor training program in each year.

NVC has requested now to the qualified training institutes/firms to submit a proposal to conduct technical auditor training (16th Batch) in Kathmandu emphasizing broad areas which were derived from earlier held training, e.g.:

-Plan technical auditing of infrastructure projects,

-Audit infrastructure projects, and

-Prepare report of the technical audit.

NVC has decided to include 25 trainees in the 16th Batch TA training. Among them, 10 seat of trainee is reserved for the government engineers who are working in the different departments of Nepal Government and the remaining 15 seats are allocated for the public (Non-Government) sector engineering profession. Engineers, who are applying for the training in both categories, must have at least Bachelor in Engineering and 10 years of professional experience in the related field.

# Objectives

The main objective of the training is to:

* Develop technical audit capacity within the government and the private sector so as to ensure improved quality control of infrastructural projects during all stages of the project cycle.
* Expand the 'pool' of trained 'Technical Auditors' to conduct third party technical audits in order to verify design standards, work specification and financial reviews of project activities.

Earned value, Cost effectiveness & impact evaluation of the project shall also be computed to obtain meaningful feedback for future & ongoing projects.

# Study Area

The training course must be designed according to the NVC format:

**SKILLS/CONCEPTS** (what is to be learned?)

**EXPECTED PERFORMANCE** (what the participant will be able to do at the end of training?)

The contents and modules of the training will be as per developed curriculum/course information.

During the training, feedback from the participants, resource persons and NVC representatives will be considered. The course content designed for earlier executed eleven training program is attached to this in Annex-I.

For the purpose of the training, Training Institute shall use the expertise available in-house up to maximum possible extent but the services of other senior and well-qualified resource persons from outside organizations shall also be used for training purposes as and when necessary.

# Methodology

The training methodology shall be a combination of:

* Theoretical inputs on course content using illustrative talk, oral questioning, brainstorming, group and individual activities etc.
* Trail audit through project visits based on the terms of reference provided by NVC.
* Preparation of report and presentation to concerned project officials (of the audited infrastructural projects) and NVC
* Submit report with the agreed findings and recommendations of improvement in future.

# Duration

The tentative training start date of technical auditors training is …………………….2016. The duration of the training is 3 weeks as follows:

First week……………. (6 days)

Intensive theory input

Second week ……………………. (6 days)

Planning and conducting Technical Audit

Third week …………………….. (6 days)

Report preparation and presentation

The date for training event will be mutually fixed later. However, the tentative date of technical auditors training ………………..2016.

1. **Training Co-ordination:**

Following persons from following institutions shall be responsible for the co-ordination of training programme:

Form NVC (National Vigilance Centre):

* Ms. Pramila Devi Sakya Bajracharya, Joint Secretary
* Mr. Chiranjib Jha, Sr. Divisional Engineer

Form Training Institute for Technical Instruction:

* Mr. ………Executive Director
* Mr. ………Program Director

The above mentioned office bearers shall meet at least twice:

* Once before commencing the training, basically to review the arrangements made for the training, and
* Next after the completion of the training to take the stake of the training just concluded so as to incorporate 'lessons learned' into the next training.

1. **Cost sharing:**

The training will not be free for the participants. Both Government Engineer (except NVC) and Non-government engineer have to pay NRs. 10,000/- (In words Ten thousand only) to the NVC revenue account as a training enrollment fee.

1. **Division of responsibilities:**

The responsibility of the training is divided as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.N** | **Particulars** | **Responsibilities** | |
| **NVC** | **Institute** |
| **1** | Newspaper advertisement for Technical Auditor's Training | √ | - |
| **2** | Selection of Participants | √ | - |
| **3** | Curriculum adjustment | √ | √ |
| **4** | Training hall , equipment including consumables (stationeries, training materials and handouts) | - | √ |
| **5** | logistics (lunch and two times snacks, transportation) | - | √ |
| **6** | Conducting and managing training | - | √ |
| **7** | Delivery of deliverables mentioned above | - | √ |
| **8** | overall coordination with different organizations for trial audit | √ | - |
| **9** | select sites for trial audit | √ | √ |
| **10** | assign three different team leaders for trial audit | √ | √ |
| **11** | Travel arrangement for the trial audit | - | √ |
| **12** | Overall monitoring | √ | - |
| **13** | Evaluation of the training | √ | √ |
| **14** | Preparation of Final training report | - | √ |

Although the responsibilities have been divided, and agreed upon, in mutual consultations, all parties have pledged to cooperate with each other at all stages of the training.

1. **Budget**

## 10.1 First payment

The first payment of 40% of agreed amount shall be paid as soon as the Institute/Firms submit report that contain evidence of completion of all lecture classes with participant attendance and resource person in NVC & its approval.

## 10.2 Final Payment

Remaining amount of 60% of agreed amount shall be issued as soon as the Final report of the training is submitted to National Vigilance Centre after completion of the training and its acceptance by NVC.

# Reporting Requirements

The following reporting requirement shall be followed:

1. The institute shall submit a training *plan* and work schedule along with the proposal.

1. Technical Audit and Monitoring Division of NVC shall monitor the training activities and field visit in the site as per the training plan and work schedule.
2. The photographs should be all in color Postcard size and clearly seen evidence for training conduction during different important events.
3. **Two copies** of Final Report shall be submitted within one week after the completion date which shall be discussed with the observer (supervisor).
4. Standard reporting formats shall be agreed with format that provided in the Annex-B of the TOR shall be strictly followed.
5. Liquidated damage will be charged as per the PPA/PPR for the late submission of the report. Time extension may be granted to training institute if request is made to NVC in due time with justifiable reasons with no additional payment.
6. The Training Institute will be fully responsible on final report submitted to the NVC as per TOR, if any discrepancy find while studying by fourth party taking a Rights of Information 2064.

# Requirement of Training Institute

The Institute shall be a Government or private firm. The Firm must have approved license/certificate for carrying out the Technical Training or Engineering and Management Training and have experiences with the similar nature of works at least 5 years. Person involved as a Trainer should have minimum qualification of Engineering with Technical Auditors' Training and have experience with the similar nature of works at least 10 years.

# Institute's Obligations

The Institute/program coordinator will be responsible for managing all other necessary facilities and logistical support for its staff, transportation for Local & field visits for sample technical audit, office equipment, communications, utilities, office supplies and other support requirements that required to accomplish the proposed service and to produce the report.

The institute shall include all the cost required for necessary logistic support, office space, staff, local and field transportation, office equipments, communication utilities, report preparation in his financial proposal.

# Facilities to Be Provided By Employer

The service contract will be with National Vigilance Center (NVC), Government of Nepal. NVC shall act as Employer on behalf of Government of Nepal.

The Institute will be provided with as official authority to carry out Technical Auditor's Training on behalf of NVC. NVC shall help the Institute in the coordinating with the related agencies for necessary documents and access to the works and other field information.

# Training Job Completion

The institute should have completed his/her training job within stipulated time. If the institute could not complete job within above mentioned time there will be no bound for payment to the institute by NVC.

**Course: Technical Auditor Training**

**Purpose:** this program is designed to prepare engineering professionals to develop competence in planning for technical auditing, conducting audits and reporting of audits for infrastructure projects in Nepal.

**Structure:** the first week of the training will provide the necessary theoretical inputs. In the 2nd week the participants will conduct an actual technical audit for a given infrastructure project. In the 3rd week of the training program participants will prepare and present an audit report for the project audited and this report will be evaluated by a team of evaluators.

Target Group: an individual with

* A Bachelor level degree in Engineering.
* At least 10 years of experience in infrastructure projects

**Goals:** At the end of the course, participants will be able to:

* Develop an audit plan.
* Assess conformance/non-conformance and the project status with its stated objectives.
* Suggest an agreed disposition for non-conformance.
* Audit Report writing.

**Methodology:** This training will utilize a wide variety of training methods such as lecturer, illustrated talk, individual/ group activities, simulated exercises etc. Participants will be required to conduct a trial audit of a given infrastructure project and write an audit report.

**Evaluation:** During the course, there will be a written test and the trainers and evaluation panel will evaluate the technical audit process followed by participant along with trial audit report.

**Certification:** National Vigilance Centre and Institute will jointly award a certificate to those participants who successfully complete the training.

**AnnEX-I** Tentative Work Plan of Technical Auditor Training

First Week

|  |  |  |  |
| --- | --- | --- | --- |
| S.N | Day | Topic / Course | Remarks |
| 1 | Sunday | * Opening course information * Technical audit: a general introduction * Status of Technical audit in Nepal * NVC Regulation and legal provisions for Technical Audit |  |
| 2 | Monday | * Prepare/review audit plan * Develop Audit Questionnaire * Review critical component of different sector projects like road, Irrigation, water supply, Bridge, hydropower, Building, electricity etc. |  |
| 3 | Tuesday | * Review project documents * Determine project objectives * Develop audit criteria * Conduct semi-structured interview * Collect audit evidence and other relevant evidence |  |
| 4 | Wednesday | * Determine earned value * Give managerial presentation * Application of standard bidding documents * Check the transparency of process * Construction material review |  |
| 5 | Thursday | * Assess a project’ claims and variation situation * Verify conformance * Issue a Non-conformance Report * Assignment for week 2 and 3 |  |
| 6 | Friday | * Appropriateness assessment (General, Planning, Design and Cost effectiveness) * Assess design appropriateness and cost effectiveness * Assess the sustainability of a project * Socio-economic & enviroment assessment of the project * Prepare an audit report * Written test weekly evaluation |  |

Second Week

|  |  |  |  |
| --- | --- | --- | --- |
| S.N | Day | Topics / Course | Remarks |
| 1 | Sunday | * Preparation and site visit for technical audit |  |
| 2 | Monday |
| 3 | Tuesday |
| 4 | Wednesday | * Analysis and preparation of technical audit report |  |
| 5 | Thursday |
| 6 | Friday |

Third Week

|  |  |  |  |
| --- | --- | --- | --- |
| S.N | Day | Topics / Course | Remarks |
| 1 | Sunday | * Preparation of technical audit report |  |
| 2 | Monday | * Preparation for presentation of report |  |
| 3 | Tuesday | * Report submission and report presentation |  |
| 4 | Wednesday |
| 5 | Thursday | * Debriefing |  |
| 6 | Friday | * Closing |  |

****

Government of Nepal

**National Vigilance Centre**

Singhdurbar, Kathmandu, Nepal

Agreement Between

National Vigilance Centre / Technical Audit Division

And

**Name of the Training Institute ,Address**

For

***Technical Auditors' Training***

**(Contract Package No: NVC / TAT - 01, 2074/075)**

Address:

**National Vigilance Centre**

Singhdurbar, Kathmandu, Nepal

Telephone: 977 -1-4200350, 977-1-4211948

977-1-4200400 (Fax)

**October, 2017**

**Contract Agreement**

**Project Name: *Technical Auditor's Training***

**Contract Package No: NVC / TAT - 01, 2074/075**

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 *[Training Institute],* having its principal office located at *[Training Institute Address].*

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

WHEREAS, the Training Institute is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (i) The Training Institute shall perform the services specified in “Terms of Reference and Scope of Services”, which is made an integral part of this Contract (“the Services”).  (ii) The Training Institute shall employ the personnel as per requirement to perform the Services.  (iii) The Training Institute shall submit to the Client the reports “Terms of Reference and Scope of Services”. |
| **2. Term** | The Training Institute shall perform the Services during the period commencing *[insert starting date of assignment]*,and continuing through *[insert completion date of assignment]*, or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to ToR, the Client shall pay the Training Institute an amount not to exceed N*Rs. [insert amount in figure including VAT], (In words…………………………….………..).* This amount has been established based on the understanding that it includes all of the Training Institute costs and profits as well as any tax obligation that may be imposed on the Training Institute 0.  B. Schedule of Payments  The schedule of payments is specified below: First Initial payment The first payment of 40% of agreed amount shall be paid as soon as the Institute/Firms submit report that contain evidence of completion of all lecture classes with participant attendance and resource person in NVC & its approval. Final Payment Remaining amount of 60% of agreed amount shall be paid as soon as whole training is completed and the Final report is submitted to and accepted by National Vigilance Centre.  C. Payment Conditions  Payment shall be made in *[Nepali rupees]*, not later than 7 days following submission by the Training Institute invoices in duplicate to NVC. |
| **4. Project Administration** | A. Coordinator.  The Client designates *a*s Chief of Technical Audit & Monitoring 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.  B. Reports.  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. |
| **5. Performance Standards** | The Training Institute undertakes to perform the Training Services with the highest standards of professional and ethical competence and integrity. The Training Institute shall promptly replace any Trainer assigned under this Contract that the Client considers unsatisfactory. |
| **6. Confidentiality** | The Training Institute shall not disclose any proprietary or confidential information relating to the Training, this Contract and maintains complete confidentiality. |
| **7. Ownership of Material** | Any Training reports or other material, graphic, software or otherwise, prepared by the Training Institute for the Client under the Contract shall belong to and remain the property of the Client. The Training Institute may retain a copy of such documents and software. |
| **8. Training Institute Not to be Engaged in Certain Activities** | The Training Institute agrees that, after its termination, the Training Institute and any entity affiliated with the Trainees, 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. |
| **9. Insurance** | The Training Institute will be responsible for taking out any appropriate insurance coverage of all trainees. |
| **10. Assignment** | The Training Institute shall not assign this Contract or sublet or sub -contract any portion of it without the Client's prior written consent. |
| **11. Law Governing Contract and Language** | 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*.* |
| **12. Dispute Resolution** | 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 G/Nepal |
| **13. Termination** | The client, in its sole discretion, may terminate this contract, by not than less than fourteen (14) days written of termination to the Training Institute and permit to continue the work if later if feels necessary. |

RFP 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 CONSULTANT/FIRMFOR THE CLIENT (NVC)

Signed by: Signed by:

Title: Title:

Date: Date:

Stamp: Stamp:

Signature: Signature:

WITNESS WITNESS

Name: Name:

Signed by: Signed by:

Date: Date:

Signature: Signature:

**Conditions of Contract**

**Article 1 General**

1.01 **Description of Work**

The work to be performed by the Consultant/Auditor under this Contract consists of those described in the Terms of Reference set forth in the ***Appendix 'A'***of this document.

1.02 **Signing of Agreement**

The Consultant/Auditor shall sign the Agreement within seven days of the notice given by the Technical Audit Division, NVC and the failure on the part of the Consultant/Auditor to do so shall automatically empower the National Vigilance Center to award the job to the next consultant.

1.03 **Commencement Date**

The Consultant/Auditor shall commence the work from the date of signing of the Agreement.

**Article 2 Organization and personnel**

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

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

**Article 3 Payment to the Consultant**

3.01 **Payment to Consultant**

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

* 1. **Mode of Billing and Payment**

## *First Initial payment*

The first payment of 40% of agreed amount shall be paid as soon as the Institute/Firms submit report that contain evidence of completion of all lecture classes with participant attendance and resource person in NVC & its approval.

## *Final Payment*

Remaining amount of 60% of agreed amount shall be paid as soon as whole training is completed and the Final report is submitted to 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 Consultant/Auditor and approved by the National Vigilance Center.

3.04 **Taxes**

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

**Article 4 Reports**

4.01 **Reports**

The Consultant / Auditor shall submit to the National Vigilance Center the reports as indicated in ToR.

**Article 5 General Provisions**

5.01 **Performance of the Works**

The Consultant/Auditor shall carry out the Audit work with due diligence and efficiency and shall furnish the National Vigilance Center, the information related to the works as the National Vigilance Center may time to time reasonably request.

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 Consultant/Auditor. The insurance must be undertaken by the Consultant/Auditor.

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 Consultant/Auditor 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 National Vigilance Center.

5.04 **Disposal of Data**

Upon completion or termination of the Technical Audit, the Consultant/Auditor 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 Consultant/Auditor by the National Vigilance Center for the purpose of the work.

5.05 **Assignment**

The Consultant/Auditor shall not assign this package of contract or sub-contract any portion of it with out prior written consent of the 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 Consultant/Auditor, suspend in whole or in part the disbursement of funds there under if the Consultant shall have failed to carry out any of its obligations under this Contract.

**Article 7 Miscellaneous**

7.01 **Authorized Representative of Consultant**

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 Consultant/Auditor by his authorized representative.

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

All orders, direction, and instruction given on behalf of the National Vigilance Center to the Consultant/Auditor shall given by the SDE/Engineer in−charge of the technical audit work.

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 Consultant/Auditor and the National Vigilance Center.

7.04 **Confidential Information**

Except with the consent of the National Vigilance Center, the Consultant 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 Consultant/Auditor 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.

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 Consultant/Auditor fails to complete the whole of the technical audit in the stipulated time or any extension there of granted under in the stipulated time or any extension there of 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 Consultant/Auditor. i.e. Consultant/Auditor 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 consultant/auditor if the delay of the work is due to any events beyond the capacity of the consultant/auditor. However, imposing to liquidated damage shall not relieve the consultant/auditor 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 Consultant/Auditor 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 Consultant/Auditor**

If the Contract is terminated as per Article 6.01, the work shall be awarded to other Consultant/Auditor by the National Vigilance Center at its own discretion and the extra amount beyond the Contract amount to be paid to the newly appointed Consultant/Auditor shall be recovered from the Consultant/Auditor 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 with in the time set out in Rules, the party may give the notice of dissatisfaction referring to this sub clause with in 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 Consultant/Auditor shall be responsible for the correctness of their works even after acceptance of the Final Reports by the National Vigilance Center. The Consultants/Auditor shall bear full responsibility for the Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information.