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Government of Nepal

**National Vigilance Centre**

Singhadurbar, Kathmandu, Nepal

**Request for Proposal (RFP)**

**For**

**Training of Technical Auditor**

**Contract Identification No:**

**NVC/TAT/2075/076– 01**

Address:

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

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

Fax: 977-1- 4200400

**December, 2018**

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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/2075/076–01**

**Part I**

# Technical Proposal

Address:

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

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

Fax: 977-1- 4200400

**December, 2018**

## 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: 2075/09/…

The National Vigilance Centre (NVC), Technical Audit and Monitoring Division (TAMD) invite proposals from interested training service providers/institutions to provide services on 17th Batch Technical Auditor's Training (TAT) **Contract Identification No: NVC/ TAT/2075/076-01.**

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 2063/ Regulation 2064.

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 4. Terms of Reference |
| Part - II | **Financial Proposal** containing: |
|  | 1. Financial Proposal – Bill of Quantities 2. Conditions of Contract 3. Standard Form of contract of Agreement 4. Contract Agreement |

## Yours Sincerely

## ....................................

## (Bishnu Raj Lamichhane)

Joint Secretary

Technical Audit and Monitoring Division

National Vigilance Centre

## Section 2: Information to Institutes/ Training Service Provider

|  |  |
| --- | --- |
| 1. | Eligible and interested Training institute/firms may obtain details Proposal from 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. |
| 5. | Proposals must remain valid 120 days from the last 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 or 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 14. |
| 8. | Eligibility Criteria  Attested copy of Valid Corporate Registration Certificate, Tax Clearance Certificate of F/Y 2074/075 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** | 40 | | 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 training Institute** | 20 | | 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 15 Lakhs) for last 3 years** | **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% and 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 |
| 11. | The assignment is expected to commence on [***from the date of signing***] at NVC: |
| 12. | **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. 074/075 or Renewal of Tax 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 fulfill the required qualification and skills as required for the services and as mentioned in the TOR. * If the scope of the Institute/ Training service provider firm does not cover the technical or engineering training consulting services. * If the CV does not bear the original signature of the concerned person and institute in each page. * If on physical verification, the statement regarding qualification and experience of any personnel are found to be false. |
| 13. | 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. (Refer to Form Tech 7) |
| 14. | **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/2075/076-01**  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/2075/076-01**  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, address and mobile no. of the Institute/firm.** |

## 

## Section 3: Technical Proposal’s Format

{*Notes to Consultant* shown in brackets { } throughout Section 3 provide guidance to the Institute/Training service provider to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Form TECH-1

**Technical Proposal Submission Form**

*[Letter head]*

{Location, Date}

To:

The Joint Secretary

National Vigilance Centre

Technical Audit & Monitoring Division

Singhadurabar

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Section 2 (5).

(c) We have no conflict of interest in proposed activities, assignment and relationship with client and we have not been punished for an offense relating to the concerned profession or business.

(d) We meet the eligibility requirements as stated in the Section 2 (8).

(e) Neither we, nor our JV/associate partners or any of the proposed experts prepared the TOR for this consulting assignment.

(f) We accept that the substitution of Key Experts/Trainners other than under uncontrolled circumstances may lead to the termination of Contract.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date as indicated in contract agreement.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Training Institute/Firm (company’s name or JV’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

###### Form TECH-2

**Institute / Firm’s Organization and Experience**

Form TECH-2: a brief description of the Institute/Firm’s organization and an outline of the recent experience of the Institute/Firm’s that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Institute/Firm’s Key Experts the duration of the assignment, the contract amount and the Institute/Firm’s role/involvement.

**A - Institute/Firm’s Organization**

1. Provide here a brief description of the background and organization of your Institute/Firm and – in case of a joint venture – of each member for this assignment.

**B - Institute/Firm’s Experience**

1. List only previous similar assignments successfully completed in the last years.

2. List only those assignments for which the Institute/Firm’s was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Institute/Firm’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Institute/Firm’s should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

|  |  |  |
| --- | --- | --- |
| Training Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Institute/Firm (profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff-Months; Duration of Institute/Firm: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services  Proposal  National level :NRs International Level: (in Current US$): |
| Name of Associated Consultants, If Any: | | No. of Months of Professional Staff Provided by Associated Consultants: |
| Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader, Trainner etc.) Involved and Functions Performed: | | |
| Narrative Description of Training :( Actual assignment, nature of activities performed and location) | | |
| Description of Actual Services Provided by Your Staff: | | |

Institute/Firm’s Name:

###### 

###### Form TECH-3

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, official coordination, equipment, data, background reports, etc., if any}

###### Form TECH-4

**Description of THE Methodology and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for technical auditor's training.

{Suggested structure of your Technical Proposal:

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

a) ***Technical Approach and Methodology.***{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the training. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the major activities including final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

###### Form TECH-5

**Work Schedule and planning for deliverables on Training**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **{Days/Weeks/Months....}** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Training |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) ..................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) ......................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ...................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ....................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ..) } |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2 : ...............} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

###### Form TECH-6

**Team Composition, Assignment, and Key Experts/Trainner’s inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name, Nationality and DOB** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | | | | | | | | | | | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  |
| **KEY EXPERTS/Trainners** | | | |  |  |  |  |  |  |  |  |  |  |  |
| **National** | | | |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb,  , 15.06.1954},...... | [Auditor Training Experts] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |
| K-2 | e.g., Mr. Xxxyyy,, 20.04.1969} | [ISO Training Expert] |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 | e.g., Mr. Zxxyyy,, 20.04.1969} | [Managerial/Coordinator Expert] |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
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| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |

###### Form TECH-7

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, ISO / Auditor Trainer…… } |
| **Name of Firm/Institute** | *Insert name of firm/Institute proposing the expert* |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Citizenship** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual),* types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr. Bbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only for Nepali & English language): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment {**Give an outline of trainer’s experience and training most pertinent to tasks on assignment}.**:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

**Expert’s contact information:** (e-mail…. phone……………mobile:………….)

**Certification**:

I, the undersigned, certify to the best of my knowledge and belief that

*(i) This CV correctly describes my qualifications and experience*

*(ii) I am not a current employee of the GoN*

*(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

*(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment*

*(v) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

*[Signature of expert]* *Day/Month/Year*

Date:

*[Signature of authorized representative of the firm/institute]* *Day/Month/Year*

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

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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/2075/076**

**Part II**

# Financial Proposal

Address:-

**National Vigilance Centre**

Singhadarbar, Kathmandu, Nepal

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

Fax: 977-1- 4200400

**December, 2018**

## Section 5: Financial Proposal Submission Form

[Letterhead of Firm]

{Location, Date}

To:

The Joint Secretary,

Technical Audit & Monitoring Division

National Vigilance Center,

Singhadurbar, Kathmandu.

We, the undersigned, offer to provide the services for **Technical Auditor's Training of Contract Identification No: NVC/TAT/2075/076-01** in accordance with your Request for Proposal dated [***Date***] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [***Amount in words and figures***]. This amount is exclusive of the local taxes and VAT, which we have estimated at [***Amount(s) in words 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:

Date:...............................

Stamp:

## Section 6: Bills of Quantity

The detail guidelines for Institute/Firms for submission 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/2075/076-01 *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 | 2 |  | Per day |
| 4 | Resource persons for evaluation of Report and Presentation |  | 3 | 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 |  | 32 | 15 |  | 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 | 2 |  | 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 7: 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.