****

Government of Nepal

**National Vigilance Centre**

**Technical Audit and Monitoring Division**

Singhdurbar, Kathmandu, Nepal

**Procurement of Technical Auditing Services**

**For**

**SNRTP Routine Maintenance Roads**

**………………District**

1...........................

2 ………………

3 ………………

………………….

Contract Identification No:-NVC/TA/SNRTP/RM/2075/076-.......

Address:

**National Vigilance Centre**

**Technical Audit and Monitoring Division**

Singhdurbar, Kathmandu, Nepal

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

977-1-4200400 (Fax)

**January, 2019**

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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

Date:………………….

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

Contract Package No:-NVC/TA/SNRTP/RM/2075/076-.......

**SNRTP Routine Maintenance Roads, ………………District**

1...........................

2 ………………

3 ………………

………………….

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

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

## (Bishnu Raj Lamichhane)

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 [www.nvc.gov.np](http://www.nvc.gov.np). |
| 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 is: 10 years |
| 9. | The Technical Auditor/Firm shall submit their technical information and financial proposal in sealed **single envelope**. The evaluation of the proposal is One Envelope Post Evaluation based on least cost method. The sealed proposal shall be marked as follow.    **Notice No.: Technical Audit 2075/076-03**  **Contract Package No:** NVC/TA/SNRTP/RM/2075/076-.......  **Road Name. ..........................**  **………………………………**  The single sealed envelope should be addressed and submitted to:  National Vigilance Centre  Technical Audit & Monitoring Division  Singhdurbar, Kathmandu  **The envelope must clearly bear the name, contact information (Telephone, Mobile, email & Fax) and mailing address of the Technical Auditor and Firm.** |
| 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 2074/075 | 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 | Yes/No | Pass/Fail | |  |  |  |  | | |
| 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 proposed Technical Auditor already awarded for two contract packages for Technical Audit in Notice No. Technical Audit 2075/076-01 and 02. * 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 letter of extension, PAN/VAT Registration Certificate, Technical Auditor's Training Certificate. * If the proposal lacks the inclusion of self declaration and commitment letter by Technical Auditor. * If the proposal is not fulfilled all the requirements or any statement provided in proposal, provided information is found to be false, that affects the evaluation. * 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. * If the proposed Technical Auditor shall not meet minimum Qualification & Experience as specified in TOR. * If the scope of the firm does not cover the engineering consulting services. * If the contradictory information found about contract package No. and Project name in the proposal. |
| 13 | The Technical Auditor should mention in his/her CV about work experience written (Project name, Working Activities, Position held and Duration) chronologically ascending/descending order.  CV of personnel shall clearly mention his/her full correspondence address including email address and mobile number. |
| 14. | Technical Auditor/Firms can submit proposals for more than one package. However only one package shall be awarded to substantive responsible Technical Auditor/Firm. |
| 15 | The presence of Technical Auditor as witness is mandatory for signing the contract agreement. Technical Auditor shall be responsible for each and every activity of Technical Audit and shall be in regular contact with TAMD/NVC. |
| 16 | In case a firm/Auditor is submitting proposal more than one package, submission of repeated same documents (PAN/VAT, Tax clearance, company/firm registration, authorization letter, Technical Auditor's Certificate) is not necessary to attach with all proposals separately. However each proposal should contain clear information in which package is containing those documents. |

## Section 3: Technical Information

**3.1 Format of Curriculum Vitae (CV) for Proposed Professional Staff (Technical Auditor)**

**A. General Information**

* Proposed Position: *[Technical Auditor]*
* Name of Technical Auditor:
* 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):**

**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 Auditort 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.

**Format for**

**Self Declaration & Commitment by Technical Auditor**

Date: 2075/……. /….

To,

The Joint Secretary

Technical Audit & Monitoring Division

National Vigilance Centre

Singhdurbar, Kathmandu

Dear Sir,

I under signed declare that, I/we have legally eligible to participate in the procurement process of consulting services for Technical Audit of Routine Maintenance Roads of ………………Districts contract Package no NVC/TA/SNRTP/RM/2075/076/........... I also declare that we do not have any conflict of interest in the said assignment As a Technical Auditor.

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

I hereby also declare that I 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: Date:-

Name:……………..

Signature of Expert: Date:-

Name:

**Format for**

**Self Declaration & Commitment by Firm**

Date: 2075/……. /….

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 Routine Maintenance roads of ……………………district, contract Package No. NVC/TA/SNRTP/RM/2075/076/……. 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/SNRTP/RM/2075/076-......., SNRTP Routine Maintenance Roads of ……………….District 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:

**Format for submission of financial proposal**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SN | | **Description of Work** | **Package No** | **Qty.** | **Unit** | **Rate (in NRs.)** | | **Amounts (NRs.)** |
| **Figures** | **In words** |
| **1** | | Technical Audit of the SNRTP Routine Maintenance Roads of …………….District  Contract Package No. NVC/TA/SNRTP/RM/2075/076-......., | 1.0 Job | 1.0 | Package |  |  |  |
|  | **Total Costs (A)** | | | | |  | |  |
|  | **Value Added Tax (VAT) @ 13% of (A)=(B)** | | | | |  | |  |
|  | **Grand Total including VAT (A+B) NRs. …………………………………………….....** | | | | |  | |  |

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

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

Name of Technical Auditor/firm: ………………………………………………………………………

Date: ………………………………………………

Stamp:

**Total Cost in figure:**

**Total Cost in words:**

## Section 5:-Terms of Reference

As per prevailing policy and laws of Government of Nepal, National Vigilance Center (NVC) has received a mandate to carry out technical audit of the infrastructure and reconstruction projects carried out by the Government of Nepal. For the SNRTP projects, NVC employ the technical auditors to verify the output of maintenance. Based on the technical audit report, Department of Local Infrastructure (DoLI) of Ministry of Federal Affairs And General Administration (MoFAGA) will carry out commended actions. The Technical Auditors will audit the routine maintenance intervention based on the Department of Local Infrastructure (DoLI) routine maintenance guideline (RMG), the approved TOR and relevant documents.

Contract Package No: NVC/TA/SNRTP/RM/2075/076-…..

District: ………………………..

Name of Roads: Refer to Annex-4

1. **Introduction of SNRTP**
   1. **Background**

Government of Nepal (GON) aims to provide all-weather road access to all VDCs in the country by gradually updating the District Road Core Network (DRCN) and providing proper maintenance with the aim of promoting economic growth, providing access to services and creating sustainable decent jobs in rural area.

To fulfill the above mentioned aim GON, with support from the World Bank (WB), has been implementing the project - Strengthening the National Rural Transport Program (SNRTP) to make the DRCN all-weather including the maintenance of river crossing structures with a particular emphasis on **“Maintenance First”** approach. The project furthermore covers the improvement of rural roads by upgrading and rehabilitation as well as the construction of new river crossing structures (bridges, causeway and others) across the DRCN roads so as to bring the roads to an all-weather maintainable standard.

The Department of Local Infrastructure (DoLI) under the Ministry of Federal Affairs And General Administration (MoFAGA) is the implementing agency for SNRTP. This Project is now being implemented in 37 districts serving approximately 14.6 million people with Project Development Objectives as to enhance the availability and reliability of transport connectivity for rural communities in participating districts and Project Outcomes of:

1. Increase access to all weather transport connectivity and
2. Improve reliability of rural transport infrastructure in participating districts.

In order to achieve the Project Development Objectives, SNRTP supports districts to implement physical works needed for:

1. Upgrading or rehabilitating rural transport infrastructures, and

ii) Maintaining rural transport infrastructure which comprises routine and periodic maintenance of roads and crossing structures.

The expenditure likely to be incurred for the maintenance through the SNRTP is based on simplified output-based disbursement approach that ties validation of maintenance expenditure to the completion of the works. The project document has envisaged verification of the outputs mandatorily to be done through National Vigilance Center (NVC).

**Table 1: SNRTP Project Districts**

|  |  |  |
| --- | --- | --- |
| Arghakhanchi | Kapilvastu | Rupandehi |
| Banke | Kaski | Salyan |
| Bara | Lamjung | Sankhuwasabha |
| Bardiya | Mahottari | Saptari |
| Bhojpur | Makwanpur | Sarlahi |
| Dang | Nawalparasi East & West | Sindhupalchowk |
| Dhading | Nuwakot | Siraha |
| Dhanusha | Palpa | Surkhet |
| Gorkha | Parsa | Syangja |
| Gulmi | Pyuthan | Tanahun |
| Kailali | Rasuwa | Terathum |
| Kanchanpur | Rautahat | Udayapur |

**1.2 Project Development Objectives**

The Project Development Objective (PDO) for this project is to enhance the availability and reliability of transport connectivity for rural communities in the participating districts.

Project outcomes include (i) increased access to all weather transport connectivity for communities in participating districts; and (ii) improved reliability of rural transport infrastructure in participating districts. The indicators are listed in the table below.

**Table2: PDO Indicators**

|  |  |
| --- | --- |
| **PDO level result** | **PDO level indicator** |
| Increased access to all  weather transport connectivity | PDO1: Percentage of population within 2 and 4 hours walking distance from an all-weather road in the participating *Terai* and *Hill* districts respectively. |
| Improved reliability of rural transport infrastructure | PDO2: Percentage of district road core networks (DRCN) in participating districts rated in "good" or "fair" condition. |

The PDO will be achieved through the following two components:

## Component A: Institutional Strengthening and Technical Assistance

Component A will fund three categories of activities including :(A1) institutional strengthening and technical assistance; (A2) beneficiary monitoring of physical works under Component B of the project; and (A3) an impact study of selected project interventions.

## Component B: Maintenance, Upgrading and Rehabilitation

Component B will support districts to implement physical works through two funding windows: (B1) output-based maintenance of rural transport infrastructure; and (B2) upgrading or rehabilitating rural transport infrastructure.

**Table3. Component B: Maintenance, Upgrading and Rehabilitation**

**Output-based maintenance (Window1)**

B1.1 Routine and periodic maintenance of Roads

B1.2 Routine and periodic maintenance of River Crossing Structure

**Upgrading and rehabilitation (Window 2)**

B2.1 Roads upgrading and rehabilitation

B2.2 New construction of River crossing structures and rehabilitation

Window1 will support routine and periodic maintenance of DRCN road and River crossing structures in the DRCN roads using a simplified output-based disbursement approach that ties/ release of IDA/donor funds to the completion of works. Under Window1,SNRTP will also support districts to operationalzed Road Maintenance Groups(RMGs) for routine maintenance.Window1 will only support works within existing rights of way along existing DRCN roads or river crossing structures within the DRCN roads. Maintenance that requires new or extended rights of way will be considered under Window2 as rehabilitation works.

Window2 will support road upgrading and rehabilitation as well as new river crossing structure construction as needed to provide all weather connectivity in DRCN roads. Road upgrading and new crossing structure construction under window2 must be complementary such that access along the integrated road linkage becomes possible year-round. Window2 will not support upgrading or new crossing structure works alone unless uninterrupted year-round access is possible upon their completion. SNRTP will directly manage funding for river crossing structures and will liaise with DoLI's Local Roads Bridge Program (LRBP).

## Maintenance Verification Cycle

The National Vigilance Centre (NVC) will employ technical auditors to verify the output of maintenance under Window 1- Routine and Periodic Maintenance of Road and River Crossing Structures. Based on the technical audit report, MoFAGA-IDD will carry out the necessary actions. The Technical Auditors will audit the routine maintenance intervention based on the DoLI’s routine maintenance guideline (RMG), approved TOR and other relevant documents.

**Table 4:Window1 Maintenance Verification Milestones and Respective Deadlines**

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Deadline** |
| V1:  mid-year spot checks | NVC technical auditors will undertake spot checks on routine maintenance activities and any follow up remedial actions from the previous year-end verification | 30  March |
| V2:  year-end verification & verification of remedial actions | NVC technical auditors will assess completed maintenance works and perform a spot check of routine and recurrent maintenance activities & Technical Auditors will follow up status of necessary remedial actions taken as per spot checks verification, yearend verification. | 30  May |

1. **Objectives Of The Technical Audit**

The primary objective of Technical Audit is the assessment of the technical aspects of the project. This will enable the Government of Nepal and the concerned agency to enhance the overall performance of the project.

The main objectives of Technical Audits of routine maintenance in the SNRTP is to verify the outputs of routine maintenance carried out by the districts through the Road Maintenance Group (RMG) contracts using Scope Maintenance Performance Indicators and procedures set in the Project Operation Manual of SNRTP. The initial focus of the RMG activities will be to carry out routine maintenance to facilitate vehicle movement, check further deterioration of road condition and clear the maintenance backlog. In this respect the RMG’s present maintenance activities are guided by the monthly Work Plan of priority works developed for them by the project officials based on maintenance work norms. Therefore the main objective of this consulting service is to conduct third party technical audits in order to verify the routine maintenance performance based on the outputs achieved in comparison to the estimated maintenance activities targets in the monthly work plan prepared for the RMG to complete in the particular month.

1. **Scope of the Technical Audit**

Technical Audit of the Routine Maintenance of Road Project shall be of following stage:

**Implementation Stage: During this stage the focus of the Audit activities is principally on the Quality of works together with its Schedule and Budget.**

Besides above, the Auditor shall also focus and report on:

* The monthly Work Program with regards to the appropriateness of the included routine maintenance activities on the basis of priority, and estimated quantities of work based on the number of Routine Maintenance Group (RMG) members and the road maintenance norms.
* *There shall be* ***Two Field Visits*** *based on SNRTP Project Operation Manual and project documents. The field visit shall include opening and review meeting, rectification and closing meeting to support* ***Window-1 output target****. Technical Auditor should make first field visit as per schedule.*
* Evaluation of work completed with regards to the work plan and the acceptance of the evaluation set out by the Routine Maintenance Guidelines.
* Status of Routine Maintenance Group contract implementation as per the provisions with regards to **IDO** obligations, procedures, supervision arrangement, availability and quality of tools and equipment, health and safety and timely payment etc.
* Technical Auditor should visit all Routine Maintenance roads of the concern district, full length or at least 15km of each road and should not be lesser than the total proposed length as mentioned in annex-4.
* If any roads or its section cannot be visited or need not to be visited, written endorsement from concern IDO should be submitted on first field visit Report.

Salient features of the audit Assignment is given in the Annex-1

1. **Study Methodology**

The Technical Audit will verify the performance of the routine maintenance works carried out by the RMGs by inspections in the field with reference to the provision of:

* SNRTP Project Operations Manual (Version-2, March 2016)
* SNRTP Routine Maintenance Guidelines (March 2016)
* Integrated Technical Audit Manual (NVC)
* Non-Conformance Disposition Guidelines (NVC)
* Non-Conformance Disposition Guidelines for Local Roads (NVC)
* Monthly Work Programs
* Work Inspection Form
* Work Evaluation Form
* And other relevant project documents and guidelines

The inspection in the field is not limited to the provision made above. The Audit will also verify the performance output achieved by the RMGs as per the completed targeted works specified in the Monthly Work Plan. The Technical Audit is to be carried with focus on evaluated cost and quality of completed work by the Routine Maintenance Groups for each month up to the auditor’s field visit based on standard norms and procedure of Technical Auditing. The Study Methodology will entail a preparation of comprehensive Audit Plan, Audit Check List, Determination of Audit Criteria and preparation of Audit Questionnaire, field visit and collection of Audit evidence etc. applying various techniques including document inspection, meeting and interview with stakeholders including RMG members. Compliance to the project 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 bench marks/ 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.

1. **Duration:**

The duration for the contract will be as agreed timeline in the contract. Liquidated damage will be charged as per the Public Procurement Act/ Regulations for the late submission of the specified reports. Time extension may be granted to the Auditor if request is made to NVC/TAMD in due time with justifiable reasons with no additional payment.

1. **Schedule Of Payment:**
   1. ***First Payment***

The Technical Auditor has to submit the Inception report at NVC/TAMD for all the projects within a package and upon acceptance subsequently makes the First Field Visit and submits the First Field Report for the same. The Auditor is then eligible for a payment of 30% of the contract amount.

* 1. ***Final Payment***

The final 70% of contract amount shall be paid upon submission of Final report for all the projects within the package, incorporating the comments made in the presentation and subsequently accepted by NVC/TAMD. Prior to the Final Report, the Auditor is expected to meet all the deadlines for the Report submission of the Inception Report, 2 Field Visits, field visit reports, Draft report, the Draft Final Report and the Presentation.

***6.3 Payment Conditions***

All Payments shall be made in *Nepali rupees*, immediately following the submission by the Auditor/Firm of the deliverables expected of the contract and a copy of invoices to NVC and receives its approval.

NVC is not bound to make any payments to the Auditor until all tasks specified by the Contract is followed by the Auditor/Firm and all reports submitted within the specified time and format.

1. **Auditor's Competency:**

Technical Auditor can apply individually with required documents. Technical Auditor is fully responsible for completion of entire assignment. 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

|  |  |  |  |
| --- | --- | --- | --- |
| **Professional Key Personnel** | **Minimum General Experience after Bachelor Degree in Engineering** | **Minimum Academic Qualification Required** | **Training Required** |
| Technical Auditor | 10 yrs | Bachelor Degree in Civil Engineering or equivalent | Technical Auditor’s Training conducted by NVC |

**8.0 Obligation of the Technical Auditor:**

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

The Auditor shall make a presentation of audit findings in presence of various stakeholders official from stakeholders from Government, Financial Agencies and Implementing and Executing Agencies. Venue for presentation shall be at office meeting hall at NVC.

The Auditor shall include all the cost required for necessary logistic support, office space, staff, local and field transportation, office equipment, communication utilities, report preparation, presentation costs in his/her financial proposal.

The Auditor is strictly required to follow the Auditor's Code of Conduct, 2067 for audit service contracts and other applicable professional code of conduct while executing the services

1. **Reporting Requirements**

**Report preparation Guidelines**

**a Inception Report:** The Technical Auditor shall submit **Two Hard Copies** of Inception Report with an Audit Plan, Work Schedule, Audit Checklist, Audit Criteria, and Audit Questionnaire within **Two Weeks** from date of contract signing. The Auditor shall take approval of Inception Report from NVC/TAMD prior to project site visit. Technical Audit and Monitoring Division at NVC shall monitor the auditor’s activities in the field as per the audit plan and work schedule.

1. **Field Visit Report:** After first field visit, the Technical Auditor is required to submit a Field Report at the NVC, reporting on the visit and conditions found. The time duration between two visits shall be around 8 Weeks. The Report shall be a summary of the important observations, assessment, any deviations found in conditions including suggestions and feedback provided to project for improvement. **Two Hard copies** of Field Visit Report shall be submitted to the NVC/TAMD within **One Week** of the completion of field visit. Technical Auditor should confirm all scoping on his/her first field visit. In addition to opening meeting minute at first field visit and closing meeting minute after completing last field visit, technical auditor should submit IDO endorsement for both field visits as mention in Annex 3.
2. **Draft Report** should be submitted on or before 25th of Jestha, 2076 after the last field visit. After receiving comments and feedbacks from TAMD/NVC, **Three Hard Copies** of Draft Final Report must be submitted within five days of comment received from NVC/TAMD or before 5th of Ashar, 2076. Based on Final Draft Report submitted, Auditor/Firm shall make a **Presentation** as scheduled by NVC in presence of NVC /TAMD officials and representatives from concerned Project Office, Departments, Ministry and Donor Agencies. A soft-copy of the Power-Point presentation needs to be submitted to NVC/TAMD at least **1 day** prior to the date of presentation. The logistic and all arrangement for presentation shall be arranged by firm/auditor on scheduled day.
3. **The Final Report** should be submitted within 15th of Ashar, 2076 incorporating all the relevant comments on report reviewing and issues suggested during the presentation. **Six Hard Copies** of Final Report must be submitted. **Two CD (compact disc) copies** of the Technical Audit Report including all supporting documents, audit questionnaire, check list, photographs etc. should be submitted along with the hard copy Audit Reports.
4. All the photographs should be in color and of postcard size (6” by 4”) as a visible evidence for NCR and other supporting photographs could be arranged in the Audit Reports with a maximum of four (4) images in an A4 page.
5. 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.
6. The Technical Auditor must submit opening and closing meeting minute with photographs showing the Auditor's presence in the meeting of both field visit.
7. 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.
8. NCR format provided in Annex -2 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.
9. All Audit Questionnaires should be filled and signed by Project Manager. Original copies must be submitted in the Final Report.
10. **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.

1. **Contractual Arrangements**
   1. 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.
   2. National Vigilance Center, Technical Audit and Monitoring Division shall act as employer on behalf of Government of Nepal.
   3. 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.
   4. 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.

1. **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.

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

***First payment***

The first initial payment of 30% of agreed amount shall be paid after submission of first field visit report in TAMD/NVC.

***Final Payment***

Remaining amount of 70% 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.

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: SNRTP Routine Maintenance Roads,................................................... District**

**(……………No. of Roads, Total……………………………Km)**

**Contract Package No:** NVC/TA/SNRTP/RM/2075/076-.......

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 ***[Singh durbar, 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:

|  |  |
| --- | --- |
| **1. Services** | (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”).  (ii) The Auditor shall employ the personnel as per requirement to perform the Services.  (iii) The Auditor shall submit to the Client the reports “Terms of Reference and Scope of Services”. |
| **2. Term** | The Auditor 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 Auditor an amount not to exceed ***NRs. [insert amount in figure including VAT], (In words…………………………….………..).*** 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/firm.  B. Schedule of Payments  The schedule of payments is specified below:   1. *First payment*   The first initial payment of 30% of agreed amount shall be paid to the auditor/firm on submission of first field visit report in NVC.   1. *Final Payment*   Remaining 70% of agreed amount shall be paid upon submission of Final report incorporating the comments made in presentation and accepted by National Vigilance center.  C. Payment Conditions  Payment shall be made in *[Nepali rupees]*, 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 and as mentioned in ToR, there will be no bound for payment to the auditor by NVC. |
| **4. Project Administration** | A. Coordinator.  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.  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 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. |
| **6. Confidentiality** | The Auditors shall not disclose any proprietary or confidential information relating to the Services, this Contract and maintains complete confidentiality. |
| **7. Ownership of Material** | 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. |
| **8. Auditor Not to be Engaged in Certain Activities** | 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. |
| **9. Insurance** | The Auditor will be responsible for taking out any appropriate insurance coverage. |
| **10. Assignment** | The Auditor 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 GoN. |
| **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 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/FIRMFOR THE CLIENT (TAMD/NVC)

……………………………….. ……………………………………………

Signed by: Signed by:

Title: Title:

Date: Date:

Stamp: Stamp:

WITNESS WITNESS

……………………………….. ……………………………………………

Signed by: Signed by:

Title: Title:

Date: Date:

## ANNEX 1:SALIENT FEATURES OF THE PROJECT

1. Name of the Project:

2. District:

3. Location of the Project:

4. Roads under Routine Maintenance

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S.N | Name of the Road | Type of Road (ER/GR/BT) | Length of Road (Km) | Name of RMG | Date of Agreement | Contract Amount (NRs) | Bill of Payment (NRs) |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |

4. Client of the Project:

5. Name and Address of Consultant:

6. Supervisory Office:

7. Supervision staff:

i) Name: ………………………….. Designation: ……………………

ii) Name: ………………………….. Designation: ……………………

iii) Name: ………………………….. Designation: ……………………

iv) Name: ………………………….. Designation: ……………………

8. Investor of the Project

i) Government of Nepal

ii) Donor Agency: ………………………………..

## 

## ANNEX 2:FORMAT FOR NON-CONFORMANCE REPORT (NCR)

|  |  |
| --- | --- |
| **NON-CONFORMANCE REPORT (NCR) NO.:** | DATE: |
| **PROJECT NAME:** | |
| **WORK DESCRIPTION:** | |
| **LOCATION:** | |
| DETAIL OF NON-CONFORMANCE ***( continue on separate sheet if necessary )***  **CONDITION EXPECTED: -**  **CONDITION FOUND:-**  ------------------------------- --------------------------- --------------------  TECHNICAL AUDITOR SIGNATURE DATE | |
| ROOT CAUSES: **WHY DID THIS NON-CONFORMANCE OCCUR? *( continue on separate sheet if necessary )***  ---------------------------------------- -------------------- ----------------------------- ------------------- -----------  PROJECT MANAGER(NAME) SIGNATURE TECHNICAL AUDITOR SIGNATURE DATE | |
| PROPOSED DISPOSITION: **ACTION TO BE TAKEN TO RECTIFY THE NON-CONFORMANCE *( continue on separate sheet if necessary )***  **I)……………………………………………………………………Action to be taken by (date): ………………………….**  **II)………………………………………………………………… Action to be taken by (date): ………………………….**  ---------------------------------------- -------------------- ----------------------------- ------------------- -----------  PROJECT MANAGER(NAME) SIGNATURE TECHNICAL AUDITOR SIGNATURE DATE | |
| RECURRENCE PREVENTION MEASURE: **(WHAT MUST BE DONE TO ENSURE NON-CONFORMANCE IS NOT REPEATED)**  **ACTION TAKEN TO REDUCE RISK OF RECURRENCE: *( continue on separate sheet if necessary )***    ----------------------------------- -------------------- ---------------  TECHNICAL AUDITOR SIGNATURE DATE | |
| CONFORMANCE OF DISPOSITION: **(THIS AND THE FOLLOWING SECTIONS TO BE RETURNED TO THE NVC BY IMPLEMENTING AGENCY)**  **THIS CONFIRMS COMPLETION OF THE DISPOSITION WORK ORDERED IN NCR No.**  ----------------------------------------- --------------------------- ------------------------------  PROJECT MANAGER(*NAME*) SIGNATURE COMPLETION DATE | |
| MINISTRY OR DEPARTMENTAL CONFIRMATION OF RECURRENCE MEASURE: **(THIS SECTION NEEDS TO BE RETURNED TO THE NVC)**  **THIS CONFIRMS IMPLEMENTATION OF THE RECURRENCE PREVENTION MEASURE FROM NCR No.**  ------------------------------------------------------------------------------------------------- --------------------- ------------  SECRETARY OR DEPARTMENTAL CHIEF (*NAME AND DESIGNATION*) SIGNATURE DATE | |

**Annex 3: Field Visit verification for Technical Audit.**

**National Vigilance Center**

**Singadurbar, Kathmandu**

**Field Visit verification of Strengthening National Rural Road Transport Program Roads under Routine maintenance for Technical Audit**

Project District: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Technical Auditor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visit No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S. N. | Name of Road | Total Road length (KM) | Visited Chainage | | Date (YYYY/MM/DD) | | Local project staff name, if any | Remarks |
| From | To | From | To |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

All the field visits and activities should be endorsed by SNRTP, District Unit (IDO Chief)

Other information, if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Endorsed by:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Seal:

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

(Signature of Technical Auditor)

**Annex : 4 List of Routine Maintenance Road Names.**

**District Name:-……………………………**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.N | **Road Names** | **Length (Km)** | **For TA Length(Km)** | **Chainage for TA** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
|  | **TOTAL LENGTH(KM)** |  |  |  |

## ANNEX – 5 Technical Audit Report Format

*[Title/Cover Page]*

Government of Nepal

National Vigilance Center

Singadurbar, Kathmandu, Nepal

Technical Audit Final Report of

SNRTP Roads under Routine Maintenance of …………. District

1………………………. Road

2 ……………………….Road

3 ……………………….Road

……………..

(Insert Name of Implementing Agency)

Contract Package No: NVC/TA/SNRTP/RM/2075/76-…..

|  |
| --- |
| 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*)

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***

*Contract No :………………….………………. Name and location of project: ……………………………………..………*

*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***  *Signature……………………………….*  *Name……………………………………*  *NEC Regd. No: ……………………..*  *Mobile No: …………………………..*  *Email: ………………………………….*  *Date:…………………………………..* |  |  |

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

*Signature: ………………………………………………………………..*

*Name: …………………………………………………………………..*

*Designation:………………………………………………………………….*

*Registration Number of professional society, if applicable: ………………………………………………………*

*Full correspondence Address: ……………………………………………………………………….*

*Telephone: …………………………………………………………..*

Email:………………………………………………

Mobile: …………………………………………..

Firm seal/stamp:………………………………..

Date:…………………………………..

1. Abbreviation/Acronyms *(in alphabetic order)*
2. 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 |
|  |  |  |  |  |  |  |  |

1. Salient feature of Project

Table of content

Chapter 1- Introduction

* 1. Introduction of National Vigilance Center and Technical Audit
  2. Project Background
  3. Package description, organization and rationale of Audit
  4. Technical Audit Team and schedule

Team:

Technical Auditor:

Schedule:

|  |  |  |
| --- | --- | --- |
| Activities | Date/duration | Remarks |
| Desk study |  |  |
| 1st Field Work |  |  |
| Office Work and Field report preparation |  |  |
| 2nd field visit |  |  |
| Report preparation and submission |  |  |
| Presentation |  |  |
| Final report preparation and submission |  |  |

* 1. 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 audit comprises with two field visits and comparative findings of all observation shall be presented.

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.

Two times project field visit and inspection of project site (1st visit shall be completed on 30th March and 2nd field visit shall be concluded on 30th June, the schedule shall be followed strictly)

Discussion with project official and stakeholders at project site

NCR identification

Closing meeting

**2.3 Office Work:**

Preparation and submission of of field report after completion of 1st field visit.

Preparation and submission of draft report after completing second field visit.

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. Required lab and other test reports shall be analyzed objectively, in terms of provision, frequency and results. Same processes should be conducted in both field visits.

**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. Comparative chart shall be presented based on two visits.

**Chapter-5 Conclusion and Recommendation**

Conclusion of Technical Audit report should be clear and specific based on audit findings of two visits 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 be submitted to TAMD/NVC along with Final Report.*

**Each proposal shall contain following documents/information**

* Proposal submission/Authority Letter
* Financial Proposal
* Technical Auditors' Curriculum Vitae (CV)
* Self Declaration & Commitment Letter by Technical Auditor
* Self Declaration & Commitment Letter by Firm
* Attested Copy of
* Technical Auditors' Training Certificate
* Firm registration certificate
* PAN/VAT Registration Certificate
* Tax Clearance Certificate