

नेपाल सरकार  
राष्ट्रिय सतर्कता केन्द्र  
सिंहदरवार, काठमाडौं



प्राविधिक परीक्षक तालिम संचालन गर्न


**सिलबन्दी प्राविधिक तथा आर्थिक प्रस्ताव आव्हानको सूचना**

(प्रथम पटक प्रकाशित मिति २०७७/०८/१२)

यस केन्द्रको चालु आ.व. २०७७/०८ को स्विकृत वार्षिक कार्यक्रम अनुसार देहायका कार्य तालिम सञ्चालन गर्ने संस्था फर्महरुबाट गराउनु पर्ने भएकोले उक्त कार्य गर्न इच्छुक तालिम सञ्चालन गर्ने संस्था तथा फर्महरुबाट रितपूर्वकको प्राविधिक तथा आर्थिक प्रस्ताव बेग्लाबेग्लै खाममा स्पष्ट लेखी सिलबन्दी गरी दुवै प्रस्ताव अर्को खाममा सिलबन्दी गरी पेश गर्नुहुन यो सूचना प्रकाशित गरिएको छ ।

- १) प्रस्ताव फारामहरु यो सूचना प्रथम पटक प्रकाशित भएको मितिले १५ (पन्ध्र) दिन भित्र यस केन्द्रको वेबसाइट [www.nvc.gov.np](http://www.nvc.gov.np) बाट Download गर्न सकिनेछ वा यस केन्द्रको प्राविधिक परीक्षण महाशाखाबाट प्राप्त गर्न सकिनेछ ।
- २) प्राविधिक परीक्षक तालिम सञ्चालन गर्न इच्छुक संस्था तथा फर्महरुबाट रितपूर्वक प्रस्ताव फाराम भरी यो सूचना प्रथम पटक प्रकाशित मितिले १६ औं दिनको १२ बजे सम्म यस केन्द्रको प्राविधिक परीक्षण महाशाखामा दर्ता गराउन सकिनेछ । प्रस्ताव दर्ता गर्नको लागि अद्यावधिक गरिएका इजाजत पत्र (फर्मको हकमा मात्र), VAT को प्रमाणपत्र र आ.व. २०७६/०७७ को कर चुक्ता प्रमाणपत्रको प्रतिलिपी अनिवार्य रुपमा पेश गर्नु पर्नेछ । नेपाल सरकारको अर्ध स्वामित्वमा रहेका संघ संस्थाहरुको हकमा कर चुक्ता र भ्याट दर्ता हुन नपर्ने भए सो व्यहोरा खुल्ने पत्र साथ प्राविधिक तथा आर्थिक प्रस्ताव पेश गर्नुपर्नेछ । यसरी दर्ता हुन आएका प्रस्तावहरु मध्ये प्राविधिक प्रस्ताव मात्र सोही दिनको १३:०० बजे प्रस्तावक वा निजको प्रतिनिधीको रोहवरमा खोलिनेछ ।
- ३) स्वास्थ्य तथा जनसङ्ख्या मन्त्रालयको जनस्वास्थ्यका मापदण्डहरुका साथै सार्वजनिक खर्चमा मितव्ययिता कायम गर्ने सम्बन्धी मापदण्ड, २०७७ को पालना गरी ४८ घण्टाको सैद्धान्तिक कक्षा अनलाइन प्रणालीबाट सञ्चालन हुने र क्षेत्र/स्थलगत अध्ययन भ्रमण तथा मूल्याङ्कन कक्षा भौतिक उपस्थितिमा नै सञ्चालन गर्ने गरी कार्य योजनाको प्रस्ताव पेश गर्नु पर्नेछ ।
- ४) प्रस्ताव दर्ता गर्ने अन्तिम दिन सार्वजनिक बिदा पर्ने गणमा त्यसको भोलिपल्ट सो कार्य गरिनेछ ।
- ५) प्राविधिक प्रस्तावहरुको मूल्यांकनबाट छनौट भएका संस्था तथा फर्महरुको आर्थिक प्रस्तावहरु निजहरुको प्रतिनिधी तथा यस केन्द्रका प्रतिनिधीको रोहवरमा खोलिनेछन् ।
- ६) संस्था तथा फर्म वा निजको प्रतिनिधी उपस्थित नभए तापनि प्रस्तावहरु खोल्न बाधा पर्ने छैन ।
- ७) रीत नपुगेका वा म्याद भित्र दर्ता नभएका वा कुनै प्रकारको शर्त भएका प्रस्तावहरु उपर कुनै कारवाही गरिने छैन ।
- ८) आर्थिक प्रस्तावहरुमा दररेट अंक र अक्षरमा स्पष्ट लेख्नु पर्नेछ । अंक र अक्षरमा फरक भएमा अक्षरमा लेखिएको दररेटलाई मान्यता दिइनेछ ।
- ९) प्राविधिक प्रस्तावमा अध्यापन, प्रशिक्षण टोलीमा संलग्न हुने सबै जनशक्तिको हालैको स्वीकारोक्ती सहितको व्यक्तिगत विवरण (Curriculum Vitae) सम्बन्धित विज्ञ र संस्था वा फर्म ले सहि गरी समावेश गर्नु पर्ने छ ।
- १०) यो सूचनामा उल्लेख नभएको हकमा RFP Document, सार्वजनिक खरिद ऐन, २०६३ तथा सार्वजनिक खरिद नियमावली, २०६४ र अन्य प्रचलित ऐन कानून अनुसार हुनेछ ।
- ११) प्राप्त प्रस्ताव स्वीकृत गर्ने वा नगर्ने सम्पूर्ण अधिकार यस केन्द्रमा निहित हुनेछ ।
- १२) अन्य थप केहि कुरा बुझ्नु परेमा केन्द्रको प्राविधिक परीक्षण अनुगमन महाशाखा वा फोन नं. ०१-४२१९९४८/४२००३५० बाट बुझ्न सकिनेछ ।

क्र.सं.	कन्ट्रयाक्ट प्याकेज	कार्य	स्थान	लगत इष्टिमेट (भ्याट बाहेक)	कैफियत
३	NVC/TAT/ 077/078-01	प्राविधिक परीक्षक तालिम सञ्चालन कार्य	काठमाडौं	रु.७०१५००।०० (अक्षरेपी रु. सात लाख एक हजार पाँच सय मात्र)	

  
सह-साचब



Government of Nepal  
**National Vigilance Centre**  
Singhadurbar, Kathmandu, Nepal

**Request for Proposal (RFP)**

**For**

**Training of Technical Auditor**

**Contract Identification No:  
NVC/TAT/2077/078- 01**

Address:

**National Vigilance Centre**  
Singhadarbar, Kathmandu, Nepal  
Phone: 977 -1- 4200350, 977-1- 4211948  
Fax: 977-1- 4200400

**November, 2020**



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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/2077/078-01**

**Part I**

**Technical Proposal**

Address:

**National Vigilance Centre**  
Singhadarbar, Kathmandu, Nepal  
Phone: 977 -1- 4200350, 977-1- 4211948  
Fax: 977-1- 4200400

**November, 2020**



## 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](mailto:navic@nvc.gov.np)

Date: 2077/08/...

The National Vigilance Centre (NVC), Technical Audit and Monitoring Division (TAMD) invite proposals from interested training service providers/institutions to provide services on 17<sup>th</sup> Batch Technical Auditor's Training (TAT) **Contract Identification No: NVC/ TAT/2077/078-01.**

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

.....  
(Gyanraj Subedi)

Joint Secretary

  
गह-साचव



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 <a href="http://www.nvc.gov.np">www.nvc.gov.np</a> .																																				
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, Singhdurbar, 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 <b>Two-Envelope</b> 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.	<u>Eligibility Criteria</u> Attested copy of Valid Corporate Registration Certificate, Tax Clearance Certificate of F/Y 2076/077 and VAT Registration Certificate.																																				
9.	<p>The marks distribution under each of the Technical Proposal evaluation are as follow:</p> <table border="1"> <thead> <tr> <th>S. N.</th> <th>Criteria</th> <th>Max. Score</th> </tr> </thead> <tbody> <tr> <td rowspan="4">1</td> <td><b>(A) Adequacy of the proposed Training plan</b></td> <td><b>20</b></td> </tr> <tr> <td>a. Methodology</td> <td></td> </tr> <tr> <td>b. Knowledge Transfer</td> <td></td> </tr> <tr> <td>c. Comments on TOR</td> <td></td> </tr> <tr> <td rowspan="7">2</td> <td><b>(B) Manpower and Experiences</b></td> <td><b>60</b></td> </tr> <tr> <td><b>a. Manpower</b></td> <td>40</td> </tr> <tr> <td>a. Auditors training Expert (3 persons) - Technical</td> <td></td> </tr> <tr> <td>b. Coordinator/Managerial/presentation Expert ( 1 person)</td> <td></td> </tr> <tr> <td>c. ISO Audit Training Expert (any certified field)- 1 person</td> <td></td> </tr> <tr> <td><b>b. Key Experience of training Institute</b></td> <td>20</td> </tr> <tr> <td>a. General training experience in Engineering field</td> <td></td> </tr> <tr> <td>b. Specific training experience in Technical Audit</td> <td></td> </tr> <tr> <td rowspan="3">3</td> <td><b>(C) Training Infrastructure</b></td> <td><b>10</b></td> </tr> <tr> <td>a. Room and Infrastructure for 25 trainees/ parking</td> <td></td> </tr> <tr> <td>b. Training Equipments (Multimedia, laptop, Generator etc.)</td> <td></td> </tr> </tbody> </table>	S. N.	Criteria	Max. Score	1	<b>(A) Adequacy of the proposed Training plan</b>	<b>20</b>	a. Methodology		b. Knowledge Transfer		c. Comments on TOR		2	<b>(B) Manpower and Experiences</b>	<b>60</b>	<b>a. Manpower</b>	40	a. Auditors training Expert (3 persons) - Technical		b. Coordinator/Managerial/presentation Expert ( 1 person)		c. ISO Audit Training Expert (any certified field)- 1 person		<b>b. Key Experience of training Institute</b>	20	a. General training experience in Engineering field		b. Specific training experience in Technical Audit		3	<b>(C) Training Infrastructure</b>	<b>10</b>	a. Room and Infrastructure for 25 trainees/ parking		b. Training Equipments (Multimedia, laptop, Generator etc.)	
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	<b>4</b>	<b>Average Annual turnover ( At least 10 Lakhs) for last 3 years</b>	<b>10</b>
		<b>Total</b>	<b>100</b>
	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 [ <i>from the date of signing</i> ] at NVC:		
12.	<p><b>Conditions of Rejection / Non-consideration of the Proposals:</b></p> <ul style="list-style-type: none"> <li>• If the proposal lacks the authorized signature and firm's stamp in each pages.</li> <li>• If the proposal fails the inclusion of attested copies of Corporate Registration, Tax Clearance of F/Yr. 076/077 or Renewal of Tax certificate, VAT Registration Certificate.</li> <li>• 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.</li> <li>• If any statement in the Technical Proposal provides information or indication about the financial proposal.</li> <li>• 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.</li> <li>• If the scope of the Institute/ Training service provider firm does not cover the technical or engineering training consulting services.</li> <li>• If the CV does not bear the original signature of the concerned person and institute in each page.</li> <li>• If on physical verification, the statement regarding qualification and experience of any personnel are found to be false.</li> </ul>		
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.	<p><b>Submission of the Proposals:</b></p> <p>Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows:</p> <p style="text-align: center;">TECHNICAL / FINANCIAL PROPOSAL (as appropriate) for</p> <p style="text-align: center;">Training of Technical Auditor  <b>Contract Identification No:</b>  <b>NVC/TAT/2077/078-01</b></p>		



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/2077/078-01**

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

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[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:

  
पह-पाचव



- (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/Trainers 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

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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, Trainer 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**

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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

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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:

- a) Technical Approach and Methodology
- b) Work Plan
- c) 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 <sup>1</sup> (D-..)	{Days/Weeks/Months....}												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: Training													
	1) .....													
	2) .....													
	.....													
	.....													
	..) }													
<b>D-2</b>	{e.g., Deliverable #2 : .....}													
<b>n</b>														

- 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/TRAINER'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-...			
<b>KEY EXPERTS/Trainers</b>											
<b>National</b>											
K-1	{e.g., Mr. Abbbb, , 15.06.1954},.....	[Auditor Training Experts]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]					
K-2	e.g., Mr. Xxyyy,, 20.04.1969}	[ISO Training Expert]									
K-3	e.g., Mr. Zxyyy,, 20.04.1969}	[Managerial/Coordinator Expert]									
<b>NON-KEY EXPERTS</b>											
N-1			[Home] [Field]								
N-2											
n											
										<b>Subtotal</b>	
										<b>Total</b>	





Form TECH-7

### CURRICULUM VITAE (CV)

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

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

---



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**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} .:

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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**  
Singhdurbar, Kathmandu, Nepal

## **Terms of Reference**

**For**

**Training of Technical Auditor**  
**(19<sup>th</sup> Batch)**

**Contract Identification No: - NVC/TAT/2077/078-01**

Address:

**National Vigilance Centre**  
Singhdurbar, Kathmandu, Nepal  
Telephone: 977 -1-4200350, 977-1-4211948  
977-1-4200400 (Fax)

**November, 2020**



## Section 4: Terms of Reference

### For providing Services on Technical Auditor's Training

#### 4.1 Background

National Vigilance Centre (NVC) was established based on article 37 of Corruption Control Act 2059 and its mandate was guided by article 38 of the same act. NVC play a preventive and vigilant role in order to promote good governance by creating fair economic discipline, moral ethics and transparency. For strengthening governance in infrastructure project, Technical Audit & Monitoring Division (TADM) was established in NVC. Major responsibilities of TADM are carrying out Technical Audit (TA) of several public projects and providing Technical Auditor's Training (TAT) to an engineer who will perform TA. For that purpose, National Vigilance Centre has to train professional engineers to be qualified as a technical auditor.

NVC has successfully completed 18<sup>th</sup> batches technical auditors training and 340 engineers are awarded as a Technical Auditor till now. Since demand of technical audit is increasing rapidly in infrastructure projects, its requirement is increasing accordingly. NVC is therefore enriched the pool of trained 'Technical Auditors' through the continuation of technical auditor training program in each year. NVC select the substantially responsive training service provider based on public procurement act and regulation. NVC has requested now to the qualified training institutes/firms to submit proposals to conduct technical auditor training (19<sup>th</sup> Batch) in Kathmandu.

#### 4.2 Objectives

The main objectives of the Technical Auditor's Training are

- To conduct third party technical audits in order to verify design standards, specification, procurement process, execution & impact evaluation of project in terms of Time, Cost and Quality.
- To develop technical audit capacity within the government and the private sector so that improvement in the performance of public sector projects.
- To expand the 'pool' of trained 'Technical Auditors'.

#### 4.3 Scope of the Assignment

TAT is given to well qualified and experienced engineer. An engineer who has at least Bachelor Degree in any Engineering field, registered to Nepal Engineering Council and has at least 10 years of working experience are the basic requirement of participant. The number of participants in TAT is to be 20. The participant may be either from in service public sector or from the private sector engineering field or the both.



The training module/course must be designed based on discussion with NVC officials and according to **the NVC format and guidelines of Ministry of Health and Population regarding Covid 19** which is derived from earlier held training, e.g.:

- Plan and design of overall Technical Audit Training
- Conduct intensive lecture class on relevant topics for trainee
- Arrangement of Field trip for trial Technical Audit
- Facilitation on Preparation of Technical Audit Report by trainee
- Arrangement for individual presentation and evaluation of trainee
- Prepare a comprehensive report about executed training program

#### **4.3.1 Skills/Concepts gained by participants** (what is to be learned?)

The participant shall learn about

- Understand concept of Technical Audit
- Plan technical auditing of infrastructure projects
- Audit infrastructure projects, and
- Prepare report of the technical audit.

#### **4.3.2 Expected Performance** (what the participant will be able to do at the end of training?)

The participant will be able to successfully perform technical audit of project with detail analysis and evaluation to obtain meaningful feedback for future and ongoing project.

#### **4.4 Methodology and Process of Training**

The contents and modules of the training will be as per developed curriculum/course information. During the training, feedback from the participants, resource persons and NVC representatives will be considered. The course content designed for earlier executed training program is attached to Annex-I. The training methodology shall be a combination of:

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

#### **4.5 Duration of Training**

The date for training event will be mutually fixed later. However, the tentative starting date of technical auditors training is within one month from date of signing of contract. The duration of the training is 3 weeks with 18 working days as follows:

First week (6 days): Opening, Intensive theory input, class test

Second week (6 days): Planning and conducting Technical Audit

  
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Third week (6 days): Report preparation and presentation, closing

#### 4.6 Team Composition and Requirement:

For the purpose of the training, Training Institute shall use the expertise available in-house up to maximum possible extent but the services of other senior and well-qualified resource persons from outside organizations shall also be used for training purposes as and when necessary. Team composition of Personnel involved in the training are as follow, however they are not limited only to the following.

- Technical Auditors Training Expert (at least 3 person)
- ISO Audit Training Expert from any certified field (at least 1 person)
- Coordinator and Managerial Expert for training (at least 1 person)

#### 4.7 Cost sharing:

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

#### 4.8 Division of responsibilities:

The responsibility of the training is divided as follows:

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

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

#### 4.9 Training Co-ordination:

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

Form National Vigilance Centre:

- Mr. Gyanraj Subedi, Joint Secretary
- Mrs. Laxmi Jha, Sr. Divisional Engineer

Form Training Institute for Technical Instruction:

- Mr. ....Executive Director
- Mr. ....Program Director

The above mentioned office bearers shall meet at least twice:

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

#### 4.10 Budget disbursement

##### 4.10.1 First payment

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

##### 4.10.2 Final Payment

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

#### 4.11 Reporting Requirements

The following reporting requirement by Institute/Firm shall be followed:

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

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

#### 4.12 Requirement of Training Institute

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

#### 4.13 Institute's Obligations

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

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

#### 4.14 Facilities to Be Provided By Employer

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

  
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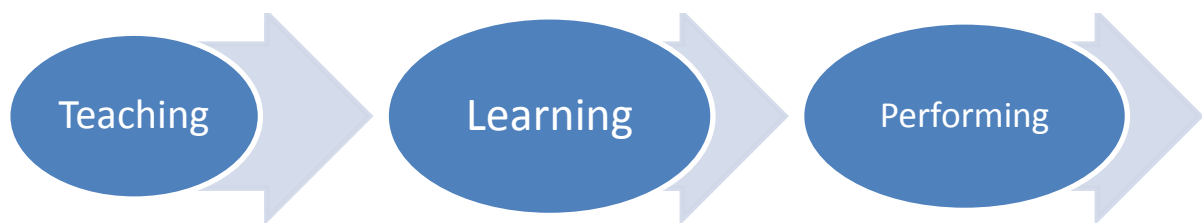


The Institute will be provided with an official authority to carry out Technical Auditor's Training on behalf of NVC. NVC shall help the Institute in the coordinating with the related agencies for necessary documents and access to the works and other field information.

#### 4.15 Training Job Completion

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

#### Course information (In Brief):



#### Course: Technical Auditor Training

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

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

Target Group: an individual with

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

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

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



- Audit Report writing.

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

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

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

  
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## ANNEX-I Tentative Work Plan and course content of Technical Auditor Training

### First Week

S.N	Day	Topic / Course	Remarks
1	Sunday	<ul style="list-style-type: none"><li>• Opening course information</li><li>• Technical audit: a general introduction</li><li>• Status of Technical audit in Nepal</li><li>• NVC Regulation and legal provisions for Technical Audit</li></ul>	
2	Monday	<ul style="list-style-type: none"><li>• Prepare/review audit plan</li><li>• Develop Audit Questionnaire</li><li>• Review critical component of different sector projects like road, Irrigation, water supply, Bridge, hydropower, Building, electricity etc.</li></ul>	
3	Tuesday	<ul style="list-style-type: none"><li>• Review project documents</li><li>• Determine project objectives</li><li>• Develop audit criteria</li><li>• Conduct semi-structured interview</li><li>• Collect audit evidence and other relevant evidence</li></ul>	
4	Wednesday	<ul style="list-style-type: none"><li>• Determine earned value</li><li>• Give managerial presentation</li><li>• Application of standard bidding documents</li><li>• Check the transparency of process</li><li>• Construction material review</li></ul>	
5	Thursday	<ul style="list-style-type: none"><li>• Assess a project' claims and variation situation</li><li>• Verify conformance</li><li>• Issue a Non-conformance Report</li><li>• Assignment for week 2 and 3</li></ul>	
6	Friday	<ul style="list-style-type: none"><li>• Appropriateness assessment (General, Planning, Design and Cost effectiveness)</li><li>• Assess design appropriateness and cost effectiveness</li><li>• Assess the sustainability of a project</li><li>• Socio-economic &amp; environment assessment of the project</li><li>• Prepare an audit report</li><li>• Written test weekly evaluation</li></ul>	

  
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Second Week



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

Third Week

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

  
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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/2077/078-01**

**Part II**

**Financial Proposal**

Address:-

**National Vigilance Centre**  
Singhadarbar, Kathmandu, Nepal  
Phone: 977 -1- 4200350, 977-1- 4211948  
Fax: 977-1- 4200400

**November, 2020**

  
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## 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/2077/078-01** 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
<b>Technical Auditors Training of Contract Identification No: NVC/TAT/2077/078-01 with following activities in sequential order as per the contract agreement.</b>						
<b>A. Remuneration</b>						
1	Trainers' remuneration for input		5	6		Per sessions or periods
2	Resource Person for consultation to trainees (Preparation of Audit Plan, Checklist, Criteria, 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 / facilitator for the Training		3	18		Per day (2 persons from NVC and 1 person from Institute)
			<b>Sub-Total</b>			
<b>B. Lunch Tea and Snacks</b>						
1	Lunch, Tea and Snacks		20	10		Per Person
			<b>Sub-Total</b>			
<b>C. Stationeries</b>						
1	Training Materials (Handouts, stationeries etc )		20			Per participant
			<b>Sub-Total</b>			
<b>D. Miscellaneous Costs (Training Hall rent, Multi-media and other Training Equipment Rent, Generator etc.)</b>						
1	Multimedia and equipment (with Internet)		1	15		Per day
2	Generator Charge					Lump sum
			<b>Sub-Total</b>			

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<b>E. Vehicle Cost</b>						
1	Sites visit for trial audit		4	2		Lump sum
			<b>Sub-Total</b>			
<b>F. Managerial Cost</b>						
1	Co-ordination and management					Lump sum
			<b>Sub-Total</b>			
<b>G. Reporting</b>						
1	Submit report to NVC and the Project					Lump sum
			<b>Sub-Total</b>			
<b>H. Opening and Closing</b>						
1	Opening, Closing and Certificate Distribution					Lump sum
			<b>Sub-Total</b>			
<b>Total Costs (A)</b>						
<b>Value Added Tax@ 13% of (A)</b>						
<b>Grand Total (NRs.)</b>						

**Total Cost in figure:**

**Total Cost in word:**

Authorized Signature: .....

Name and Title of Signatory:

Name of Institute/Firms:

Date: .....

Stamp:





## **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.

#### **3.02 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.

  
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## **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.

  
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## **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 be 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.

  
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