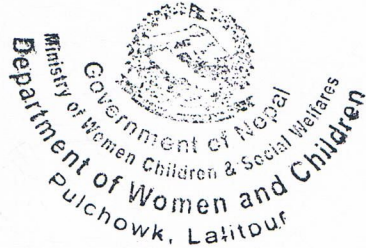


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## **CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**



### **Project Name**

**President Program for Women Upliftment through Skill Development and Capacity Enhancement**

**Contract No. DWC/C/RFP/2074/75/01**

**Between**

Government of Nepal  
Ministry of Women, Children and Social Welfare  
Department of Women and Children (DWC)  
Pulchowk, Lalitpur

**And**

Nepal Engineering and Technical Science Academy (NETSA) Pvt. Ltd.  
Birendranagar, 17, Surkhet,  
Branch Kusunti, Lalitpur (NETSA)

**Dated: 01/02/2018**

*[Signature]*  
**Director General**

### III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : Ministry of women, Children and Social welfare  Department of Women and Children (DWC),</p> <p>Attention : <b><u>Bijaya Kumari Prasain</u></b>  Facsimile : <b><u>015521214</u></b>  E-mail (where permitted): <b><u>dwd1@wlink.com.np</u></b></p> <p>Consultant: Nepal Engineering and Technical Science Academy Pvt.Ltd.</p> <hr/> <p>Attention: <b><u>Er. Sanjeeb Kumar Panthee, Managing Director</u></b>  Facsimile : <b><u>0151993214,9851188928</u></b>  E-mail (where permitted) : <b><u>netsa.edu@gmail.com</u></b></p>
8.1	N/A
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <b>Bijaya Kumari Prasain, Director</b></p> <p><b>For the Consultant:</b> <b>Er. Sanjeeb Kumar Panthee, Managing Director</b></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be two months.</p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be: 7 days</b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<b>Expiration of Contract:</b>



### III. Special Conditions of Contract

Lump-Sum

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	<b>Expiration of Contract:</b>  <b>The time period shall be : 6 Months</b>
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	<b>No additional provisions.</b>
25.1	<b>The insurance coverage against the risks shall be as follows:</b>  <b>(a) Professional liability insurance, with a minimum coverage of equal to total contract amount</b>
28.1	<i>Not Applicable</i>
28.2	<b>The Consultant shall not use these [insert what applies <i>documents and software</i>] for purposes unrelated to this Contract without the prior written approval of the Client.]</b>
33.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]
33.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]
39.1	<b>The Contract price is: NPR. 81,066,200.00 (IN words: Nepali Rupees Eighty one Million Sixty Six Thousand Two Hundred Only) inclusive of Value Added Tax (VAT).</b>  <b>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</b>
42.2	<b>The payment schedule:</b> <b>After the submission of report on personal details of trainee, local level, training schedule and job placement plan.....25 %</b> <b>Monthly training report .....25%</b> <b>Training completion Report .....25%</b> <b>Job placement or Self employment Report.....25%</b> <b>Advance guarantee will be provided as per procurement Act 2063 Article 52 (ka)</b>

III. Special Conditions of Contract

Lump-Sum

43.1	The proportion of payments retained is: .....
44.1	The interest rate is: [insert rate].Not Applicable}
45.1	The liquidated damage is: 0.05%er day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	<b>(b) Contracts with domestic consultants:</b> Arbitration shall be conducted in accordance with Nepal Arbitration Act

  
Director

