

**AGREEMENT REGARDING ARCHITECTURAL & ENGINEERING SERVICES OF LAPRAK MODEL SETTLEMENT DEVELOPMENT PROJECT, GORKHA, NEPAL**

This agreement is made on the *10<sup>th</sup> of August, 2016* in Kathmandu, Nepal between:

**Mr. Rajesh Shumsher Rana**

**(Executive Director)**

**Non-Resident Nepali Association (P). Ltd.**

Kathmandu

(Hereinafter called "PARTY"), of the one part; and

**Mrs. Ganga Lamichhane Koney**

**Arniko Designers & Planners Pvt. Ltd.**

**(Chief Executive)**

Kathmandu

(Hereafter called "ADP"), of the second part

Whereas the Party is desirous to have a **Master Plan Development Project** (hereinafter called "the works") implemented at **Laparak, Gorkha** and ADP is desirous to provide the architectural and engineering services to undertake the master planning, including all the master planning components as well as the design of the model earthquake resistant house/s, as stated hereunder under the "Scope of Works" to the Party.

Both the parties agree on the following **terms and conditions**:

**CLAUSE 1. SCOPE OF THE WORKS**

ADP agrees to provide the necessary architectural and engineering services and deploy the necessary manpower as per the submitted technical proposal to formulate and execute the aforesaid master plan development project, as well as formulate the design of a model earthquake resistant house/s subject to the terms and conditions stipulated and agreed upon by both the parties in the agreement. A brief outline of the scope of the works are as follows:

- a. To design and develop Master Plan (MP) for the post-earthquake integrated Laparak village settlement (*A sustainable village development plan*) and seek approval from National Reconstruction Authority (NRA). The MP should contain detailed architectural and engineering design i.e. structural design, electrical, including solar lighting, sanitary, rainwater harvesting, landscape design, drainage, pavements, roads, community buildings

*Handwritten signature*





- etc. and all necessary working details and appropriate 3-D drawings as required for about 600 model houses along with the amenities for a model village at Laprak.
- b. Designing of the model earthquake resistant house/s complete with architectural plans, including plans, elevations, sections, perspectives as well as working drawings of all architectural, structural, sanitary, electrical (solar lighting), drainage etc. within the budget ceiling and seek approval from the concerned authorities.
  - c. To prepare and submit bills of quantities of both the master plan and the model house/s
  - d. The PARTY (NRNA) shall procure all the information regarding the requirements of locals.
  - e. The PARTY (NRNA) shall provide the Field Survey Report with all necessary data and survey details.
  - f. The PARTY (NRNA) will have to coordinate mutually with ADP as well as the locals of Laprak, Gorkha.

## CLAUSE 2. COMMENCEMENT AND COMPLETION OF WORK

ADP shall commence the works on or before *10th August, 2016* and complete the works on or before *22nd September, 2016* or any other time further agreed between ADP and PARTY. ADP shall not be liable for delay in commencement and for completion if the works due to any reason whatever beyond its control.

## CLAUSE 3. TERMS OF PAYMENT

- a. The PARTY shall pay ADP a total sum of **Five Million** rupees including VAT for the service.
- b. The PARTY shall provide at one time to ADP **30%** of agreed amount as an advance payment upon signing of this agreement.
- c. The PARTY shall provide **5%** of the total consultancy fee after the submission of inception report within **7 days** after signing the contract.
- d. The PARTY will be giving **20%** of the total amount after the approval of conceptual Master Plan and preliminary design & drawings within **18 days** after signing the contract.
- e. After the approval of pre-final Master Plan, architectural design & working drawings, the PARTY will be handing over **20%** of the total fee within **32 days** after the contract signing.
- f. On submitting the final Master Plan, architectural design & all working drawings, water supply & sanitation system and electrical design (including solar lighting), street lighting, drainage, road system etc. within **42 days** of the contract signing, the PARTY shall be giving **20%** of the total fee.
- g. Upon submission and completion of all the bills and quantities and 5 sets of all the documentation, drawings, and approvals related to the master plan and model house/s within **45 days** after contract signing, the PARTY will be handing over the rest **5%** of the total consultancy fee.



#### CLAUSE 4. AGREEMENT MUTAUALY BINDING

Both the PARTY as well as ADP shall observe and carry out the provisions of this agreement. Should either breach this agreement, the breaching party shall bear the responsibilities, thus caused and compensate losses or damages. Failing to perform one party's responsibilities specified in this agreement will entitle the other party to terminate the agreement whilst the default party pays the financial compensation to be mutually agreed upon.

This contract includes only the scope of work as mentioned in **Clause 1**. Supervision of the site will be kept, if necessary according to the need of the project (PARTY) by the mutual understanding between the PARTY and ADP.

In witness thereof, both parties here to have signed the agreement on the day, month and year first written above. Two true copies are authorized and signed in the presence of the undersigned witnesses and the agreement comes into force on the day of signature.

For the PARTY:

  
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**Mr. Rajesh Shumsher Rana**

*(On behalf of PARTY)*

For ADP:

  
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**Mrs. Ganga Lamichhane Koney**

*(On behalf of ADP)*

