REQUEST FOR PROPOSAL

RFP No.: 01-075/76-Beijing Expo 2019

Government of Nepal
Ministry of Industry, Commerce and Supplies
Trade and Export Promotion Centre
Pulchwok, Lalitpur, Nepal

Issued on: 8 September 2018
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REQUEST FOR PROPOSAL

Government of Nepal (GoN)
Ministry of Industry, Commerce & Supplies
Trade and Export Promotion Centre

Contract Identification No: 01-075/76-Beijing Expo 2019
Date of publication: 8 September 2018

1. The Government of Nepal (GON) has received invitation from China government for our participation in International Horticultural Exhibition 2019 (hereafter referred to as “Beijing Expo 2019”) going to be organized by Beijing Municipal Government in 2019.

2. Trade and Export Promotion Centre (TEPC) under the Ministry of Industry, Commerce & Supplies (hereinafter referred to as “the Client”) intends to acquire a qualified organizer for Nepal’s participation in the Beijing Expo 2019 for which this Request for Proposal has been issued.

3. The Terms of Reference (TOR) along with technical and financial proposal forms can be purchased from this office by eligible national firms/companies on submission of a written application along with a copy of company/firm registration certificate upon payment of a non-refundable fee of Nepalese Rupees 1000/- till 14 September 2018 during office hours.

4. Only national (local) firms/companies are eligible to participate in the bidding.

5. The authorized representative of the firm/company submitting proposal must sign the documents submitted with proposal and must bear the seal of the firm/company.

6. Minimum royalty amount of NRs. 1,000,000/- (Nepalese Rupees One Million) has been fixed as fee to be paid to the Government and hence, the proponent firm/company is required to mention the amount of royalty that the firm/company is ready to offer, in a separate sealed envelope as financial proposal.

7. The firm/company shall deposit a bid security not less than NPR 50,000/- (Nepalese Rupees Fifty Thousands) in the following account

Name of the Bank: Nepal Bank Limited.
Address: Gabahal, Lalitpur.
Name of Office: Trade and Export Promotion Centre.
Office Code no.: 28-307-03
Office Account no.: 01802000000030000051
and submit the voucher of the same or submit a bank guarantee of the equivalent amount in the technical proposal, in a format acceptable to the Client, issued by Class A commercial bank in Nepal with validity period of 120 days. If any successful firm/company fails to submit
the performance security as mentioned below or fails to sign the Contract, the bid security shall be forfeited, and the Client will proceed to blacklist such firm/company as per the Public Procurement Act and Regulation of Nepal. The bid security amount/guarantee will be returned after signing contract agreement with the successful firm/company.

8. The successful firm/company shall deposit 5% cash of the agreed royalty amount that it has offered or an irrevocable bank guarantee of the equivalent amount, in a format acceptable to the Client issued by Class A commercial bank in Nepal as performance security and should be valid beyond 90 days after the end of the expo.

9. The successful firm/company shall pay 100% of the agreed royalty amount before obtaining approval for going to the Beijing Expo 2019.

10. The performance guarantee will be returned only after submission of the Work Completion Report.

11. The basis of evaluation of the proposals has been described in the TOR. Evaluation, selection, and other provisions related to participation shall be as per the GON approved Procedure for Participation and Organization in the World Exposition, 2062 and other prevailing laws.

12. While submitting proposal, technical and financial proposals shall be submitted in two separate envelopes duly sealed and clearly mentioning "Technical Proposal" and "Financial Proposal" on the respective envelope and both envelopes shall be put into one envelope and on the outer envelope, Beijing Expo 2019 shall be written along with the name and address of the firm/company submitting proposal.

13. If the firm/company wishes to submit proposal forming a joint venture (JV), the Lead Partner of the JV shall not have less than 40% share and the other members shall not have less than 25% share in JV. Joint Venture Agreement indicating the Lead Partner and the proportions of the share of the Lead Partner and other partners in the JV must be accompanied with the proposal. All member partners of the JV shall be jointly and severally liable for completion of the work as mentioned in the TOR and for any act carried on behalf of the JV.

14. The proposal must be submitted to the TEPC at its address and no later than the 12:00 noon on 16 September 2018. Proposals received after this deadline shall not be accepted.

15. Technical proposals will be opened in the presence of the Proponent’s representatives who choose to attend at 16 September 2018 at Trade and Export Promotion Centre.

16. The proposal must be valid for 90 days from the last date of submission of the proposal.

17. If the last date of purchasing and/or submission of the proposal fall on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid
submission.

18. Trade and Export Promotion Centre reserves the rights of accepting or rejecting any proposal(s) without assigning any reason whatsoever.

19. Eligible proponents may obtain further information at the Trade and Export Promotion Centre during office hours and the website of the Beijing Expo 2019 www.horti-expo2019.org
TERMS OF REFERENCE

1.0 Background

International Horticultural Exhibition 2019 Beijing China (hereinafter referred to as Beijing Expo 2019), which was accredited by AIPH and recognized by BIE, is an A1 international horticultural exhibition hosted by Chinese Government and organized by Beijing Municipal Government. It is the Expo of largest scale and highest level after 1999 Kunming Expo and 2010 Shanghai Expo.

With ‘Live Green, Live Better’ as the theme and ‘Integrating Horticulture into Nature and Touching Souls with Nature’ as the philosophy, the expo park covers a total area of 503 hectares in Yanqing district, Beijing. It will not only demonstrate the application of most advanced technologies as well as featured horticultural achievements from all over the world but also showcase the progress China has made in the development of both horticulture (including flowers, fruits, vegetables, medicinal plants and tea) and ecological civilization at large. Beijing Expo 2019 is not only a horticultural exhibition, but also an international platform for economic and cultural cooperation between all the countries.

Beijing Expo 2019 is a Platform for Display, where each country can either build an outdoor garden to present its national image, unique gardening style, distinctive culture and finest horticultural achievements, or participate in indoor exhibition to display state-of-the-art horticultural products and technologies as well as featured plant varieties so as to point to the prospect for the horticultural future.

Beijing Expo 2019 is a Platform for Communication, where each country can, taking horticulture as a medium, strengthen exchanges with other countries on economy, culture, technology and academy by organizing various activities such as National Day, distinctive cultural shows and specialized forums, with a view to jointly promote the concept of green development and press ahead with the international horticultural communication and cooperation.

Beijing Expo 2019 is also a Platform for Transaction, where the participants and exhibitors from different countries can get more opportunities for international cooperation and therefore
expand their world market by demonstrating their brand image and promoting advanced horticultural products and technologies in all the B2B events held during the Expo. The year 2019 marks the 70th anniversary of the People’s Republic of China. On this special occasion, the Beijing Expo 2019 will definitely bring together all the finest horticultural products from across the world and deliver a unique, wonderful, and memorable horticultural event.

2.0 Themes of the expo


3.0 Objectives of this participation

The objective of participation of the GON in this Beijing Expo 2019 is:

a. To demonstrate verities of Nepalese horticultural plants, vegetables, fruits, flowers in the Expo
b. To demonstrate Nepalese landscape restoration and garden designing
c. To demonstrate Nepalese art, cuisine and culture
d. To promote Nepalese trade and tourism
e. To attract foreign investment
f. To acquire information, knowledge, technology& experience and disseminate to Nepalese entrepreneurs

4.0 Scope of the work

(i) Demonstrate Nepal's presence in the Beijing Expo 2019,
(ii) Present Nepal's status in the field of horticulture development,
(iii) Prepare master plan for Nepal Pavilion in the Expo and design for Nepal Pavilion suitable to the main and sub themes of the Expo,
(iv) Display and demonstrate Nepal's effort of environmental protection and in addressing climate change issues through development and promotion of environmental friendly horticulture,
(v) Conduct commercial activities of Nepalese horticulture products and Nepali cuisine in 20% area of available space for Nepal Pavilion.
5.0 **Required qualification experience**

The firm/company applying for this assignment shall meet the following eligibility and qualification requirements:

A. **Eligibility requirement**

(i) Firm/company registration certificate- having one of the business objective of organizing and/or managing events, conference etc.

(ii) VAT registration certificate

(iii) Tax clearance certificate for FY2073/74.

(iv) In case of joint venture (JV), all the above (i) to (iii) documents of each partner of the JV and a joint venture agreement.

(v) Bid security as mentioned in “Request for Proposal”, Paragraph 7.

Only the proposals of the firms which pass eligibility requirements will be further evaluated.

B. **Qualification requirement**

The firm/company shall have been in establishment for minimum of three (3) years and shall have experience of organizing, managing or participating in at least one (1) Trade and Exhibition fair and/or Expo. Participation in similar international Expo will be considered as additional advantage. The firm/company shall also have the following workforce available for the duration of the Expo.

(a) **Architect** – Minimum Bachelor's degree in architecture and minimum 5 years' design related experience.

(b) **Civil engineer** – Minimum Bachelor's degree in civil engineering and minimum 5 years' design and construction experience of building/civil engineering structures.

(c) **Environment specialist** – Minimum bachelor's degree and minimum 5 years' relevant experience.

(d) **Horticulture specialist** - Minimum bachelor's degree in botany, horticulture or agriculture and minimum 5 years' relevant experience.

(e) **Gardener**- 3 years' experience in registered nursery.

C. **Financial Capability**

The firm/company shall submit the last three years audited balance sheet and income statement to demonstrate its financial capability.
6.0 Space available for pavilion
The Beijing Expo 2019 organizer will provide 1,050 m² space free of cost. Serial number and layout of the plots is attached as Annex-2.

7.0 Work schedule
The Expo starts from April 29 to October 7, 2019 in Beijing, China.
The official organizer will have to submit work schedule and calendar of operation in the following ways:

(a) As per the regulations of the Expo organizer the plots will be handed over to the participants for construction no later than _____________________date;
(b) Actual construction work, internal conversion and finishing work shall be completed by _____________________date and installation of exhibits by _______________date;
(c) The plots allocated to the participants for construction must be vacated and restored in good condition by _____________________date at least, with the following exception: exhibition spaces constructed by Participants may be preserved after the exhibition provided that specific arrangements in this regard have been made, prior to construction, between the Organizer and the participants concerned;
(d) Detailed action plan of activities before Expo;
(e) Action plan of activities during the Expo.

8.0 Support provided to Nepalese official organizer.
Trade and Export Promotion Centre (TEPC), on behalf of the Government of Nepal, Ministry of Industry, and Commerce & Supplies:

- Provide necessary recommendation letter as required to the relevant national and foreign institution/agencies in relation to participation in the Beijing Expo 2019.
- Assist the successful firm/company for easy clearance of pavilion construction materials, goods related to construction, display and sales during Expo.
- In general, the Expo organizer supports LDCs, LICs, LMICs and land locked countries and specially, the official organizer from Nepal is expected to receive inter alia following support from the Expo organizer thereby the Nepali organizer is advised to explore the support available:
  (a) Free of charge exhibition space (1050 M²),
  (b) Three (3) million RMB equivalent support
  (c) Simplified immigration procedure,
  (d) Privileges in customs procedures,
  (e) Standard rate accommodation facilities for the staffs,
  (f) Providing expert support in exhibition planning,
  (g) Training for staff on pavilion operation,
(h) Custom clearance, transportation and storage of exhibition materials,
(i) Cleaning, electricity, internet and other communication facilities,
(j) Venue floricultural performance and national day celebration
(k) Promotional expense support.

9.0 Place of Expo
Place of Beijing Expo 2019 is Beijing, China.

10.0 Evaluation and selection of the firm/company

(i) First the eligibility requirement of the firms/companies will be examined and the firms/companies fulfilling eligibility requirement shall be considered for further evaluation.

(ii) Then, technical proposal submitted by the firms/companies will be evaluated based on the criteria mentioned below:

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<th>S.N.</th>
<th>Criteria</th>
<th>Marks Allocated</th>
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<tbody>
<tr>
<td>1</td>
<td>Organization and Management- structure, workforce, equipment - Previous experience of the organization in similar works - Management workforce employed in or available with the organization - Equipment available with the organization for this kind of job.</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Methodology/Business plan – investment plan, design, action plan, information dissemination plan.</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Qualification and experience – workforce, etc. based on - as mentioned in 5 B above</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Financial capabilities based on - Annual turnover - Net worth of the last year - Working capital of the last year</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

(iii) The firm/company securing 70 marks out of 100 or above is considered as pass and only considered for opening of financial proposal.

(iv) Financial Proposals of the firms/companies securing 70 or above marks in technical proposal will be opened in the presence of the representatives of the
firms/companies. Financial Proposal opening shall not be obstructed by the absence of any or all firm's/company's representatives.

(v) After completion of the organizer selection procedure and signing contract agreement with the successful firm/company, the Financial Proposal submitted by the unsuccessful firms/companies will be returned back unopened to the respective firm/companies along with the notification of the selection of the firm/company for this assignment.

(vi) The firm/company offering highest royalty in financial proposal shall be selected for contract signing for execution of the expo.

11.0 Report submission
The firm/company, as official organizer of Nepal, shall have to submit detailed report of Nepal's participation within 60 days after completion of the Expo in the format as agreed with the TEPC. The report shall *inert alia*, cover the following:

(i) Background

(ii) Major features of Nepal pavilion

(iii) Promotional approach and activities done so far

(iv) Financial and technical and other support assistance made available to the Organizer from the Expo organizer and/or Government of People's Republic of China

(v) Pavilion management

(vi) Number and categories of visitors and their responses

(vii) Gains and revenues generated

(viii) Overall evaluation of the Expo

(ix) Lessons learned from the Expo

(x) Recommendations
To:

..........  ........  

Dear Sir/Madam

We, the undersigned, would like to apply to represent Nepal as official organizer in Beijing Expo 2019 in accordance with the Request for Proposal published in ........ on DD/MM/YY and the Terms of Reference provided by you. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We have enclosed herewith a bank voucher/bank guarantee for bid security amount of NRs. .... deposited in/ issued by (Name of the bank and account number). Our Proposal (Technical and Financial) is binding upon us.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the notice of Request for Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of the Signatory:
B. FINANCIAL PROPOSAL SUBMISSION FORM
(Use Letter Head of the Firm/Company)

To:

.......... 
.......... 

Subject: Submission of Financial Proposal.

Dear Sir/Madam

We, the undersigned, have submitted technical proposal in a separate envelope for the purpose of representing Nepal as official organizer in Beijing Expo 2019 in accordance with the Request for Proposal published in .......... on DD/MM/YY and the Terms of Reference provided by you.

According to the information provided by you, we hereby offer to pay the royalty amount of NRs. ...... (In words .......) to the Government of Nepal. If our proposal is accepted and selected, we will pay the royalty as mentioned in Conditions of Contract, Clause 4. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the notice of Request for Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of the Signatory:
C. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED WORKFORCE

Proposed Position: ____________________________________________

Name: _______________________________________________________

Date of Birth: _______________________________________________

Years with Firm/Company: ___________________ Nationality: _______

Membership in Professional Societies: ___________________________

Detailed Tasks Assigned: _______________________________________

Key Qualifications: ____________________________________________

Education: __________________________________________________

Employment Record: __________________________________________

Languages: ___________________________________________________

Certification: _________________________________________________

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

______________________________________________ Date:

[Signature of the proposed person]

Full name and signature of the authorized representative of the firm/company: __________________________
D. CONTRACT FORM

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, Ministry of Industry, Commerce & Supplies, Trade and Export Promotion Centre, (hereinafter called the “Client”) and, on the other hand, [name of the firm/company] (hereinafter called the “Organizer or Firm/Company”).

WHEREAS

a) the Client has requested the Organizer to provide services as defined in this Contract (hereinafter called the “Services”);

b) the Organizer, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

a) the Organizer shall carry out the Services in accordance with the provisions of the Contract including Terms of Reference;

b) the Organizer shall make payments as Royalty to the Client in accordance with the provisions of the Contract; and

c) the Client shall facilitate the Organizer for taking approvals from government authority. However, the Organizer shall be responsible for all taxes and liabilities to be paid to the government in connection with this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Client]

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Service Provider or Name of a Joint Venture]

[Authorized Representative of the Organizer – name and signature]
E. PERFORMANCE SECURITY
(On letterhead paper of the 'A' class commercial Bank)

.................................................. Bank’s Name, and Address of Issuing Branch or Office ........................................

Beneficiary: .............................................. Name and Address of Client ..........................

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

Performance Guarantee No.: ..................................................

We have been informed that ... ... [insert name of the Firm/Company] (hereinafter called "the Organizer") has been notified by you to sign the Contract No. ... ... [insert reference number of the Contract] for the execution of ... ... [insert name of contract and brief description of the Service] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ... ........................................ [insert name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ........... [insert name of the currency and amount in figures] (........... insert amount in words) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Organizer is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... ................................ Day of ............., and any demand for payment under it must be received by us at this office on or before that date.

..................................................

Seal of Bank and Signature(s)
## CONDITIONS OF CONTRACT

### Conditions of Contract

1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in Nepali/English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified below:

   **Client:**
   
   **Attention:**
   
   **Facsimile:**
   
   **E-mail (where permitted):**

   **Organizer:**
   
   **Attention:**
   
   **Facsimile:**
   
   **E-mail (where permitted):**

   A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address as specified above.

2. In case the Organizer is a Joint Venture, the members hereby authorize the member specified here below to act on their behalf in exercising all the Organizer's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

   *Note: If the Organizer consists only of one entity, state “N/A”;
   OR
   If the Organizer is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 shall be inserted here.]*
   
   The Lead Member on behalf of the JV is ___________________________ [insert name of the member]

3. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Organizer may be taken or executed by the officials as specified in below.

   **For the Client:** [name, title] ___________________________

   **For the Organizer:** [name, title] ___________________________

4. The successful firm/company shall pay 100% of the agreed royalty amount before obtaining approval for going to the Beijing Expo 2019.
<table>
<thead>
<tr>
<th>Conditions of Contract</th>
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<tr>
<td>5. The performance guarantee/security will be returned only after submission of the Work Completion Report.</td>
</tr>
</tbody>
</table>
| 6. The Organizer shall confirm the availability of Experts and begin carrying out the Services not later than 10 days after the Effective Date.  
   Confirmation of the Key Staff's availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Staff before signing the Contract Agreement. |
| 7. The successful firm/company shall deposit 5% cash of the agreed royalty amount that it has offered or an irrevocable bank guarantee of the equivalent amount, in a format acceptable to the Client issued by Class A commercial bank in Nepal as performance security and should be valid beyond 90 days after the end of the expo. |
| 8. Unless terminated earlier on mutual understanding between the Client and the Organizer, this Contract shall expire 90 days after the official end of Beijing Expo 2019 or such other time period as the Parties may agree in writing. |
| 9. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 10. All kinds of insurance required for execution of the works shall be covered by the Organizer at their own cost. A copy of insurance policy shall be submitted to the Client. |
| 11. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Organizer for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Organizer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Organizer may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. |
| 12. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Staffs.  
Notwithstanding the above, the substitution of Key Staffs during Contract execution may be considered only based on the Organizer’s written request and due to circumstances outside the reasonable control of the Organizer, including but not limited to death or medical incapacity. In such case, the Organizer shall forthwith |
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<tr>
<th>Conditions of Contract</th>
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<tr>
<td>provide as a replacement, a person of equivalent or better qualifications and experience.</td>
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</tbody>
</table>
| 13. The firm/company shall submit the following reports to the Client:  
  a. Monthly reports including the construction and exhibition activities;  
  b. Final report including the information on revenue and expenditure immediately after the completion of the Beijing Expo 2019. |
| 14. The Client may terminate the Contract by giving 30 days’ notice to the Organizer in case the Organizer fails to perform as per the requirements of the Terms of Reference or the Organizer becomes insolvent/bankrupt or the Force Majeure due to which the Organizer is unable to perform or the Organizer engages himself/employees in activities which are legally punishable as per the Law of Nepal or Law of China or the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. |
| 15. The Organizer may terminate the Contract by giving 30 days’ notice to the Client in case the Organizer is unable to perform a material portion of the Services due to the Force Majeure. |
| 16. The Client and the Successful firm/company shall use their best efforts to settle, seek to resolve amicably all disputes arising out of or in connection with this Contract or the interpretation thereof by mutual consultation. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party’s request for such amicable settlement may be referred to by either Party to the arbitration in accordance with the provisions of prevailing Arbitration Act of the Government of Nepal. |
| 17. This contract shall remain valid from the date of signing of this contract agreement by the parties up to three (3) months after the official end of Beijing Expo 2019. |
| 18. The governing law for this contract agreement is the law of Nepal. Nepali and English languages shall be used as required. |
| 19. The firm/company, as organizer, shall not carry on any activities that affect the image of the nation and shall keep and cause to keep the national prestige high in the national and international forum. |
| 20. As per applicable custom rule, the firm/company shall dismantle, dispose and/or import the goods and materials used in the Expo. |
| 21. The firm/company shall be liable for any applicable taxes and duties in and outside the country including all applicable taxes and duties in the country of Expo. |