



REQUEST FOR PROPOSALS (RFP)

RFP No.: [WECS/05/080-081]

Selection of National Consulting Services for:

“Energy Audit in Commercial and Residential Sectors”

Office Name: Water and Energy Commission Secretariat

Office Address: Singhdurbar, Kathmandu

Financing Agency: Government of Nepal [Budget Head: 30821012]

**Issued on:
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PART I

Section 1. Letter of Invitation

To:
M/S

Dear Sir/Madam,

Re: Request for Proposal for the Consulting Services for “**Energy Audit in Commercial and Residential Sectors**”

- 1 Government of Nepal (GoN) has allocated fund from Government Budget toward the cost of “**Energy Audit in Commercial and Residential Sectors**” and intends to apply a portion of this budget to eligible payments under this Contract for which this Request for Proposals (RFP) is issued.
- 2 The **Water and Energy Commission Secretariat (WECS)** now invites proposals to provide the following consulting services (hereinafter called “Services”): “**Energy Audit in Commercial and Residential Sectors**”. More details on the Services are provided in the Terms of Reference (Section 7).
- 3 This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - i. JV of CMS Engineering Consult P. Ltd. (CMS), Paragon Engineering Consultancy and Research Centre P. Ltd. (PARAGON) and Executive Consulting Engineering and Planner P. Ltd. (EXECUTIVE)
 - ii. JV of Environment and Resource management Consultants P. Ltd. (ERMC) and Engineering Consultancy for Constructive Development Efforts in Nepal P. Ltd. (ECoCoDE Nepal)
 - iii. JV of Hyonjan Electrical Engineering and Fabricator (HEEF) P. Ltd. and Energy Efficiency Power Solutions (EEPS) P. Ltd.
 - iv. JV of Multiscope Solution P. Ltd. (MULTISCOPE) and Green Innovative Development Consultancy P. Ltd. (GREEN)
 - v. JV of SITARA Consult P. Ltd. (SITARA), Empirical Engineering Consultancy P. Ltd. (EEC) and Center for Energy Studies (CES)
 - vi. JV of S.W. Nepal Pvt. Ltd. (Scott Wilson Nepal/SWN) and Rastriya Urja Dakshata Kendra (RUDK)
- 4 It is not permissible to transfer this invitation to any other firm, such as Consultant’s parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client’s prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
- 5 A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP.
- 6 The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – GoN/DP’s Policy – Corrupt and Fraudulent Practices

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- 7 In case of a Joint Venture (JV), the Consultant should submit the joint venture agreement. The Consultant must submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the Expression of Interest.
- 8 Please inform us in writing at **Water and Energy Commission Secretariat, Singhadurbar, Kathmandu.**
 - (a) that you received the letter of invitation; and
 - (b) whether your Firm/Joint Venture will submit a proposal or
 - (c) Your Firm/Joint Venture will decline to submit a proposal.
 - (d) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
- 9 ***Each Page of RFP document shall contain original signature of authorized person with stamp of the Firm. If not so, the RFP document shall not be considered for evaluation.***
- 10 Details on the proposal’s submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,



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Kala Nidhi Poudyal
Chief, Procurement Section
Water and Energy Commission Secretariat (WECS),
Singhadurbar, Kathmandu.

Joint Secretary

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a). “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). “Client” means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). “Day” means a calendar day.</p> <p>(i). “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). “Government” means the government of the Nepal.</p> <p>(l). “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n). “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). “Non-Key Expert(s)” means an individual professional provided by the</p>
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	<p>Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its</p>

	Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Mmaximum number of partners in JV shall be Specified in Data sheet . 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner

	or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed

	<p>rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p>

	13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client’s country is provided in the Data Sheet .
c. Currency of	16.4 The Consultant may express the price for its Services in the currency or

Proposal	currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet].”</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in</p>

	<p>the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.</p>
21. Evaluation of	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals</p>

<p>Technical Proposals</p>	<p>on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals is optional and is at the Consultant’s choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p>

	<p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <p>(a) Name and address ,</p> <p>(b) Proposed service charge,</p> <p>(c) Discount offered, if any;</p> <p>(d) Description of the discrepancies, if any, between figure and words,</p> <p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant’s Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant’s Financial Proposal and, hence, included in the evaluation. Information on the Consultant’s tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to	26.1 For the evaluation purposes, prices shall be converted to a single currency

Single Currency	using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services

	under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its’ intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review</p>

	<p>Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.</p> <p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, collusive practice among consultants before or after submission of



	<p>proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.</p> <p>h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract</p>
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant’s qualification information, f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	National experts mean experts who are citizens of Nepal.
2.1	<p>Name of the Client: Government of Nepal Water and Energy Commission Secretariat (WECS), Singhadurbar, Kathmandu. Method of selection: Quality and Cost Based Selection (QCBS)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Energy Audit in Commercial and Residential Sectors” Job No: [WECS/05/080-081]</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 2080/07/02 Time: 14:00 Hrs. Address: WECS Meeting Hall, Singhadurbar, Kathmandu Telephone: 01-4211415 Facsimile:01-4211425 E-mail: wecs@mos.com.np</p> <p>Contact person/conference coordinator: Kala Nidhi Poudyal, Joint Secretary Chief, Procurement Section Water and Energy Commission Secretariat, Singhadurbar, Kathmandu</p>
2.4	<p>The Client will provide the following inputs:</p> <p>Data, Reports, Acts, Rules, Regulations, related to study and other study related information, if available any, to facilitate the preparation of the Proposals at the cost of Consultant.</p>
6.2	Maximum number of partners in JV shall be: 3 (Three) including Lead Firm.
6.3.1	<p>A list of debarred firms and individuals is available at the following website [www.ppmo.gov.np]</p>

B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Proof of legal status establish Consultant’s legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline of RFP.</p> <p>The contact information for requesting clarifications is:</p> <p>Water and Energy Commission Secretariat, Singhdurbar, Kathmandu Facsimile:01-4211415 E-mail: wecs@mos.com.np</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>(b) other shortlisted Consultants: No</p>

14.1.2	<p>Estimated input of national Key Experts’ time-input: person-months</p> <table border="1" data-bbox="331 286 1461 943"> <thead> <tr> <th data-bbox="331 286 424 409">S.N.</th> <th data-bbox="424 286 743 409">Particulars</th> <th data-bbox="743 286 900 409">Required Human Resources</th> <th data-bbox="900 286 991 409">Unit</th> <th data-bbox="991 286 1134 409">Office Work (A)</th> <th data-bbox="1134 286 1326 409">Field Work (B)</th> <th data-bbox="1326 286 1461 409">Total (A+B)</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 409 424 465">1</td> <td data-bbox="424 409 743 465">Team Leader</td> <td data-bbox="743 409 900 465">1</td> <td data-bbox="900 409 991 465">MM</td> <td data-bbox="991 409 1134 465">3.5</td> <td data-bbox="1134 409 1326 465">1.5</td> <td data-bbox="1326 409 1461 465">5</td> </tr> <tr> <td data-bbox="331 465 424 555">2</td> <td data-bbox="424 465 743 555">Electrical Energy Expert</td> <td data-bbox="743 465 900 555">1</td> <td data-bbox="900 465 991 555">MM</td> <td data-bbox="991 465 1134 555">3.5</td> <td data-bbox="1134 465 1326 555">2.5</td> <td data-bbox="1326 465 1461 555">6</td> </tr> <tr> <td data-bbox="331 555 424 611">3</td> <td data-bbox="424 555 743 611">Thermal Energy Expert</td> <td data-bbox="743 555 900 611">1</td> <td data-bbox="900 555 991 611">MM</td> <td data-bbox="991 555 1134 611">3.5</td> <td data-bbox="1134 555 1326 611">2.5</td> <td data-bbox="1326 555 1461 611">6</td> </tr> <tr> <td data-bbox="331 611 424 723">4</td> <td data-bbox="424 611 743 723">Economist/Financial Analyst</td> <td data-bbox="743 611 900 723">1</td> <td data-bbox="900 611 991 723">MM</td> <td data-bbox="991 611 1134 723">3.5</td> <td data-bbox="1134 611 1326 723">1</td> <td data-bbox="1326 611 1461 723">4.5</td> </tr> <tr> <td data-bbox="331 723 424 835">5</td> <td data-bbox="424 723 743 835">Mechanical/Industrial Engineer</td> <td data-bbox="743 723 900 835">1</td> <td data-bbox="900 723 991 835">MM</td> <td data-bbox="991 723 1134 835">3.5</td> <td data-bbox="1134 723 1326 835">4</td> <td data-bbox="1326 723 1461 835">7.5</td> </tr> <tr> <td data-bbox="331 835 424 891">6</td> <td data-bbox="424 835 743 891">Electrical Engineer</td> <td data-bbox="743 835 900 891">1</td> <td data-bbox="900 835 991 891">MM</td> <td data-bbox="991 835 1134 891">3.5</td> <td data-bbox="1134 835 1326 891">4</td> <td data-bbox="1326 835 1461 891">7.5</td> </tr> <tr> <td data-bbox="331 891 424 943">7</td> <td data-bbox="424 891 743 943">Supporting Staff</td> <td data-bbox="743 891 900 943">1</td> <td data-bbox="900 891 991 943">MM</td> <td data-bbox="991 891 1134 943">3.5</td> <td data-bbox="1134 891 1326 943">4</td> <td data-bbox="1326 891 1461 943">7.5</td> </tr> </tbody> </table>	S.N.	Particulars	Required Human Resources	Unit	Office Work (A)	Field Work (B)	Total (A+B)	1	Team Leader	1	MM	3.5	1.5	5	2	Electrical Energy Expert	1	MM	3.5	2.5	6	3	Thermal Energy Expert	1	MM	3.5	2.5	6	4	Economist/Financial Analyst	1	MM	3.5	1	4.5	5	Mechanical/Industrial Engineer	1	MM	3.5	4	7.5	6	Electrical Engineer	1	MM	3.5	4	7.5	7	Supporting Staff	1	MM	3.5	4	7.5
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14.1.3 for time-based contracts only	“Not applicable”																																																								
14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment is: Not Applicable																																																								
16.1	<p>FIN – 2 Summary of Costs FIN – 3 Breakdown of Remuneration</p> <ul style="list-style-type: none"> • Human Resources Cost including Office and Field work. <p>FIN - 4 Breakdown of Other Expenses</p> <ul style="list-style-type: none"> • Transportation, Office Rent and Equipment Hiring cost for Field Audit Work. • Cost of Workshop /Training • Cost of Report Preparation. • Provisional Sum. 																																																								
16.2	A price adjustment provision applies to remuneration rates: No																																																								
16.3	“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”																																																								
16.4	The Financial Proposal should state local costs in Nepalese Rupees.																																																								

C. Submission, Opening and Evaluation																			
17.1	The Consultants “shall not” have the option of submitting their Proposals electronically.																		
17.5	The Consultant must submit: (a) Technical Proposal: 1 (one) original and 2 (Two) copies; (b) Financial Proposal: 1 (one) original.																		
17.8	The Proposals must be received at the address below no later than: Date: 2080/07/19 Time: 12:00 Hrs. The Proposal submission address is: The Secretary, Water and Energy Commission Secretariat, Singhadurbar, Kathmandu. RFP documents received after the due date & time, shall be considered late, summarily rejected and returned un-opened.																		
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: WECS Meeting Hall, Singhdurbar, Kathmandu. Date: 2080/07/19 Time: 14:00 Hrs.																		
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Opening Minutes Confirmation that invitation to submit proposal was not transferred to another party.																		
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: Marks allocated for evaluation of Technical proposal of Request for Proposal (RFP) documents: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Specific Work Experience of the firm in the last seven years</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Technology Transfer</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Qualifications and Experience of the key professional for the Assignment</td> <td style="text-align: center;">40</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Marks</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> Detail Evaluation Criteria for evaluation of Technical proposals are as follows:	SN	Description	Marks	1.	Specific Work Experience of the firm in the last seven years	25	2.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30	3.	Technology Transfer	5	4.	Qualifications and Experience of the key professional for the Assignment	40	Total Marks		100
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Total Marks		100																	

SN		Minimum Requirement	Weightage	Marks
1		Specific Work Experience of Consulting Firm in Last 7 Years		25
		Experience in Energy Efficiency/Energy Audit/Energy sector related work. The completed projects/tasks having contract amount/value more than 2 millions shall only be considered for evaluation.		25
2		Adequacy of the proposed work plan and methodology in responding to the Terms of Reference		30
	A.	Understanding of Objective of Study and Scope of Work		4
	B.	Comments and Suggestions on Terms of Reference		3
	C.	Technical Approach and Methodology		14
	D.	Detailed Work Schedule and Planning		6
	E.	Organizing and Staffing		3
3	A.	Technology Transfer		5
		Imparting knowledge to Government officials		5
4		Qualifications and Experience of the key professional for the Assignment		40
	A.	Qualification and General experience		14
	A1	Team Leader		4
		Master's degree in Electrical / Mechanical/ Industrial/ Renewable Energy Engineering/ Energy Management with at least 15 years of professional experience in related field.		
	A2	Thermal Energy Expert		2.5
		Master's degree in Mechanical/ Industrial/ Renewable Energy Engineering/ Energy Management with Bachelor's degree in Mechanical/Industrial Engineering with at least have 10 years of professional experience in related field.		
	A3	Electrical Energy Expert		2.5
Master's degree in Electrical/ Renewable Energy Engineering/ Energy Management with Bachelor's degree in Electrical engineering with at least 10 years of professional experience in related field.				

4	A4	Economist/Financial Analyst		2
		Masters' degree in Economics/ Finance/Commerce with at least 10 years of professional experience in related field.		
	A5	Mechanical/Industrial Engineer		1.5
		Bachelor's degree in Mechanical/ Industrial Engineering with at least 5 years of professional experience in related field.		
	A6	Electrical Engineer		1.5
		Bachelor's degree in Electrical Engineering with at least 5 years of professional experience in related field.		
	B	Specific Experience of the key professional		26
	B1	Team Leader		6
		Tasks or projects completed in Energy Efficiency/Energy Audit / Energy sector.		
	B2	Thermal Energy Expert		5
		Tasks or projects completed in Energy Efficiency/Energy Audit / Energy sector.		
	B3	Electrical Energy Expert		5
		Tasks or projects completed in Energy Efficiency/ Energy Audit / Energy sector.		
	B4	Economist/Financial Analyst		4
	Tasks or projects completed in Economical/ Financial Analysis.			
B5	Mechanical/Industrial Engineer		3	
	Tasks or projects completed in Energy Efficiency/ Energy Audit / Energy sector.			
B6	Electrical Engineer		3	
	Tasks or projects completed in Energy Efficiency/ Energy Audit / Energy sector.			
<p>Note:</p> <ul style="list-style-type: none"> • Minimum years of experience and qualification for all the key professionals shall be as specified in TOR. If the proposed personnel fails to meet the conditions of minimum years of experience and qualification as specified in TOR, the respective personnel shall not be considered for evaluation. • Each page of Curriculum Vitae (CV) of the key professionals shall be submitted with expert's original signature in blue indelible ink along with the notarized copy of the Nepal Engineering Council (NEC)'s certificate of the professionals required to be registered as per NEC Act, 2055 and Regulation, 2057, and Academic qualification Certificates (bachelor's degree to higher degree) shall also be submitted for each expert. • The contact number and the email address of each key experts shall be provided in the CV. • A firm shall not propose the same professional in more than one designation for this job. If so proposed, the respective person shall not be considered in the 				

	<p><i>evaluation for any designation.</i></p> <ul style="list-style-type: none"> • <i>Experience of ongoing/incomplete project shall not be considered for evaluation.</i> • <i>If more than one consulting firms propose the same professional, enquiry will be made by the client to verify the authenticity of the professional, if necessary.</i> • <i>The experience of the firm shall be supported with notarized copies of work completion certificates showing the project size/ value of service and date of completion of the assignment. Experience of the firm without work completion certificate shall not be considered for evaluation.</i> • <i>Each page of RFP document shall have original signature of authorized person with the stamp of the consulting firm.</i> • <i>Professional obtaining below the pass marks shall be replaced by the selected Firm before negotiation.</i> <table border="1" style="width: 100%; text-align: right;"> <tr> <td>Total marks</td> <td>100</td> </tr> <tr> <td>Minimum Technical Score required in aggregate to pass</td> <td>60</td> </tr> </table>	Total marks	100	Minimum Technical Score required in aggregate to pass	60
Total marks	100				
Minimum Technical Score required in aggregate to pass	60				
23.1	An online option of the opening of the Financial Proposals is offered: No				
23.1 and 23.2	The Client will read aloud only overall technical scores.				
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is : Not Applicable				
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = [90%], and</p> <p>P = [10%]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>				
	D. Negotiations and Award				
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 2080 Mangsir</p> <p>Address: WECS Meeting Hall, Singhadurbar, Kathmandu.</p>				
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date: 2080 Mangsir</p>				

31.1	Not Applicable
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np
Additional Information	<ul style="list-style-type: none">• The information furnished by the Firm(s) in the RFP document shall be realistic. If any Discrepancies/faults are found, legal action may be taken as per prevailing rules and regulations.• The Consultant shall put the signature of authorized representative and stamp of the company on each printed side of every page in both the Technical and Financial Proposals. If otherwise, the proposal shall not be evaluated.• In case of a joint venture, the Consultant shall submit the joint venture agreement. The Consultant shall submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the EOI. If otherwise, the proposal shall not be evaluated.



Section 3. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The Secretary
Water and Energy Commission Secretariat,
Singhadurbar, Kathmandu.

Dear Sirs,

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" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed 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.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (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 Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 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 ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for



reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (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 indicated in Clause 30.4 of the Data Sheet.

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 Consultant (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

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant 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 Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant'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 Consultant 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.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
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 etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment;

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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 training, if the Terms of Reference specify training as a specific component of the assignment.

{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 reports. 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 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

S.N	Deliverables	Months												
		1	2	3	4	5	6	7	8	9	12	TOTAL	

- 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' INPUTS

S. N	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...					Home	Field	Total
KEY EXPERTS														
1														
2														
3														
....														
n														
											Subtotal			
NON-KEY EXPERTS														
1														
2														
...														
n														
											Subtotal			
											Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization.
- 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.



Full time input



Part time input



Form TECH-7

CURRICULUM VITAE (CV)

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

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

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. deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)



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 am not currently debarred by a multilateral development bank (In case of DP funded project)

(vi) 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] Day/Month/Year

Full name of authorized representative: _____



Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration
- FIN-4 Breakdown of other Expenses, Provisional Sums



**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: The Secretary,
Water and Energy Commission Secretariat,
Singhadurbar, Kathmandu

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet.* {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}



Form FIN-2 Summary of Costs

S.N.	Particulars	Amount (NRs)	Remarks
1	Human Resources Cost including Office and Field work		
2	Transportation, Office Rent and Equipment Hiring Cost for Field Audit Work		
3	Workshop /Training		
4	Report Preparation		
5	Provisional Sum	2,000,000.00	
A	Sub Total Amount		
B	VAT@13% of A		
C	Total Amount(NRs.)(A+B)		
	In Words (NRs.) :		

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV



Form FIN-3 Breakdown of Remuneration

- **Human Resources Cost including Office and Field work**

S.N.	Particulars	Required No	Remuneration										Total Amount (A+B) NRs.	Remarks
			Office Work (A)					Field Work (B)						
			Qty	Unit	Rate (NRs.)		Amount NRs.	Qty	Unit	Rate (NRs.)		Amount NRs.		
					In Figure	In words				In Figure	In words			
A	Key Experts													
1	Team Leader	1	3.5	MM				1.5	MM					
2	Electrical Energy Expert	1	3.5	MM				2.5	MM					
3	Thermal Energy Expert	1	3.5	MM				2.5	MM					
4	Economist/Financial Analyst	1	3.5	MM				1	MM					
5	Mechanical/Industrial Engineer	1	3.5	MM				4	MM					
6	Electrical Engineer	1	3.5	MM				4	MM					
	Sub -Total (A)													
B	Non-Key Expert													
7	Supporting Staff for field and office work	1	3.5	MM				4	MM					
	Sub -Total (B)													
	Total (A+B)													

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



Form FIN-4 Breakdown of Other Expenses

- **Transportation, Office Rent and Equipment Hiring Cost for Field Audit Work**

S.N.	Particulars	Required No	Quantity	Unit	Rate (NRs)		Amount (NRs.)	Remarks
					In Figure	In Words		
A	Hiring of Vehicle including fuel and driver for Office and Field Work	1	12	Month				
	Sub Total of A							
B	Cost of Office rent	1	12	Month				
	Sub Total of B							
C	Cost of Equipments for Energy Audit (as per 3.2.1 of ToR)		LS					
	Sub Total of C							
	Total Cost (A+B+C)							

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



Form FIN-4 Breakdown of Other Expenses

Workshop /Training

Item	Particulars	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
A	Half day workshop to present and discuss the Inception Report						
	i) Refreshment	per	30				
	ii) Stationery	Per	30				
	iii) Allowance	Per	30	2000	Two Thousands only	60,000	As per actual
	Sub Total of A						

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:

Form FIN-4 Breakdown of Other Expenses

Workshop /Training

Item	Particulars	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
B	Workshop for discussion on Energy Audit Report						
i)	Lunch/Snack with tea coffee	per	40*2				2 No. of Workshops 30 participants in each workshop
ii)	Stationery	Per	40*2				
iii)	Management support including Projector, Cordless mic 2 Nos., Pin mike 1 No., Internet services etc including Hall rent.	Per	2				2 Numbers of Workshops
iv)	Allowances						
a)	Allowances for WECS Officials	per	5*2*2.25	1600	One Thousand and Six Hundreds Only	36,000.00	DSA for 2.25 days , As per Actual
b)	Allowances for Provincial Government officials and Commercial entity owners	per	35*2	1600	One Thousand and Six Hundreds Only	112,000.00	As per Actual
	Sub Total of B						

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



Form FIN-4 Breakdown of Other Expenses

- Workshop /Training**

Item	Particulars	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
C	Half day workshop to present and discuss the Interim Reports						
	i) Refreshment	per	30				
	ii) Stationery	Per	30				
	iii) Allowance	Per	30	2000	Two Thousands only	60,000	As per actual
	Sub Total of C						

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:

Form FIN-4 Breakdown of Other Expenses

- Workshop /Training

Item	Particulars	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
D	One day Workshop to present and discuss the Draft Report						
i)	Refreshment including Breakfast, Lunch, Tea/Coffee	per	40				
ii)	Stationery	Per	40				
iii)	Management support including Projector, Cordless mic 2 Nos., Pin mike 1 No., Internet services etc including Hall rent.	Day	1				
vi)	Allowances for participants	per	40	2000	Two Thousands only	80,000	As per Actual
	Sub Total of D						
	Total Cost (A+B+C+D),NRs.						

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

• **Report Preparation**

Item	Description	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
	Report Preparation						
a	Inception Report	Copies	6				
b	Interim Report						
i.	Audit Report of households	Copies	2				
ii.	Main Interim Report	Copies	6				
c	Draft Report						
i.	Audit Report of each Commercial entities	Copies	200				
ii.	Main Interim Report	Copies	6				
d	Final Reports	Copies	10				
	Total						

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

5. Provisional Sum

Item	Description	Unit	Quantity	Rate (NRs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
1	Provisional Sum i. Transportation cost for Provincial Government Officials and Commercial personnels. ii. Transportation cost, Vehicle hiring including driver and fuel , Per Diem and miscellaneous expenses etc. for WECS officials for Workshops, field monitoring and supervision work	NRs.	PS	LS	LS	2,000,000.00	
	Total					2,000,000.00	

Name of Firm/JV:

Authorized Signature:

Date:

Stamp of Firm/JV:



Section 5. Eligible Countries

For GoN funded: For the purpose of National shortlisting: **"Nepal"**



Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

It is the GoN’s policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) “obstructive practice” means:
 - (aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

Section 7. Terms of Reference (TOR)

1. Introduction:

An energy audit is a systematic identification of energy flow for energy conservation of any energy using entity through survey and analysis. It helps the entity/facilities in understanding their energy use, recognize the areas of high energy use, and identify opportunities in reducing the high energy input/use without negatively affecting the output as well the quality of the output. In other words, energy audit also helps in identification of potential energy saving opportunities.

An energy audit is an important tool or method for finding such potentials for energy efficiency measures and for assessing their financial viability, which can be carried out at different levels. Energy audit can also verify the effectiveness of energy management opportunities after they have been implemented. Energy audit is also regarded as one of the tools of Energy Management System (EnMS) to attain the objective of improved energy performance of the organization. It may be used in conjunction with the EnMS or may be used independently.

Commercially viable gas and oil reserves are yet to be identified. Some small reserves of coal are scattered in the country that are found mainly in the western region. Nepal is heavily dependent on imported fossil fuels, costing billions of Nepalese Rupees (NRs.) to fulfill the country's energy requirements. Nepal has tremendous hydroelectric power potential, gross hydro potential of Nepal at 40% of flow exceedance is estimated as 72,544 MW. However, only around 2.4 % of the economically viable hydropower potential has currently been developed. The present generation capacity has been unable to cope with the rising electricity demand.

Shortages of electricity supply and the need to reduce imported fuels for electricity generation, has made it imperative for Nepal to develop its vast hydropower potential as one of the key national economic development policies. The private sector is now playing a more active role in hydropower development. As a result, the hydropower investment projects and corresponding electricity grid expansions, worth billions of rupees, are underway. Under such situation, Energy efficiency (EE) measure applied to different aspects of energy use and consumption could play an important role to secure energy supply in general and enhance productivity and competitiveness of the Nepalese Commercial sector in particular.

Based on advancements in energy efficiency practices and technologies, it is now possible to reduce energy cost significantly in the industries without reducing the utility and productivity. It is essential to promote and encourage adoption of energy efficiency in all such aspect to realize energy savings. This can be achieved by initiating a systematic energy assessment of commercial sectors, followed by implementation of the most cost effective energy efficiency measures.

Energy conservation is equally important as energy generation. Energy cost is a major component in commercial sectors such as Hospitals/ Nursing Homes, Commercial Banks, Hotels, High rise Building (Shopping malls), Medical Stores and other commercial entities. Keeping these in mind, for energy conservation, WECS has prepared Energy Audit Guidelines for Domestic, Commercial and Industrial sectors in FY 2077/78. In general, the key features of Energy Audit Guidelines of Industrial, Commercial and Domestic sectors include:

- Helping to achieve reduction in energy use and carbon emissions in a systematic way;
- Providing guidance on how to benchmark, measure, document and report energy use;
- Creating a clear picture of current energy use status, based on which new goals and targets can be set;
- Evaluating and prioritizing the implementation of new energy-efficient technologies and measures;
- Providing a framework to promote energy efficiency throughout supply chain;
- Making better use of energy consuming assets, thus identifying potentials to reduce maintenance costs or expand capacity;
- Demonstrating to the stakeholders that corporate commitment to comply with their best practice to protect the environment;
- Fulfilling the associated regulatory requirements and responding with confidence to green trade barriers in global market;
- Provide useful inputs about energy efficient appliances and technologies available ;
- Identifying and implementing energy savings opportunities.

The basic purpose of developing the energy audit guidelines is to raise awareness of energy auditors involved in industrial enterprises, commercial building owners/managers and general public on the benchmarking/energy audit/assessment process, and to guide them on the process of identifying and implementing energy savings opportunities that may exist in their industry, buildings and home. The guidelines also aim to provide useful inputs about energy efficient appliances and technologies available.

Energy efficiency will enhance the energy security and at the same time improve environmental performance. It also gives opportunity to grow our economies, provide jobs and increase the number of people with access to energy as well as a range of other benefits. This undertaking is an attempt to bring together methodologies for assessing the impacts of a range of benefits that energy efficiency brings. Policy makers have their own priorities for economic growth and social development and energy efficiency can contribute in many of them.

To conduct the audit, the organization shall establish an equipment list and identify different energy use and obtain energy consumption details for a specified period, normally a full year on a monthly basis.

When conducting the energy audit in commercial sector, the following items should be noted:

- Major equipment with significant energy consumption should be itemized, i.e. energy consumption record should be provided for each piece of equipment;
- Installation of sub-meter to monitor and record the energy consumption (such as electricity, diesel, gas and steam) of each major equipment;
- When measurement of actual consumption is not available, estimation of energy consumption by power rating and operating hours may be adopted. However, assumptions and justifications for energy consumption estimation shall be clearly stated;
- The energy review should be updated when necessary to add new equipment and expel obsolete items;
- Replacement of estimation by actual data through measurement as far as possible to enhance the accuracy of the energy profile.

Energy Audit Report provides step-by-step advice for Commercial and Residential sectors to develop strategy to identify energy efficiency opportunities and development of action plans to implement the options.

2. Objectives of the study

The main objective of study is to conduct Energy Audit of Commercial and Residential sectors of Nepal. The Specific objectives are:

- To conduct detailed energy audit in commercial and residential sectors.
- To prepare detailed Energy Audit report for those audited commercial entities and households.

- To identify the problems and constraints/ barriers for achieving energy efficiency in those commercial entities and households.
- To recommend/suggest best solutions/options to enhance energy efficiency.
- To prepare implementation/ follow-up plan for the audited commercial entities and households.
- To organize an interactive program in the particular commercial entities and households for discussion on the detail energy audit report.
- To recommend policy suggestions for decision makers and planners.

3. Scope of Work

The services to be provided by the consultant are related to energy audit in commercial entities and households. The work shall be completed in 3 phase and the detailed scope of work for each phase of the study, but not limited to, the following:

3.1 Inception Phase

In this phase, the consultant shall carry out the following jobs:

- The Consultant shall carry out the proper desk study before field work.
- Review and identify the number of already audited commercial entities by government/ private sectors.
- Literature survey on Energy Efficiency and Energy audit practices adopted within Nepal and elsewhere.
- Review Energy audit guidelines of commercial and residential sectors published by WECS as well as regional and international Energy Efficiency guidelines for the similar sectors, if any.
- Examine the legal requirements pertaining to EE standards and acts, as applicable in selected countries and regions.
- The Consultant shall submit **6 (Six) hard copies and 1 (one) soft copy** of the inception report within **one month** after the contract. In this report, the consultant shall incorporate the conceptual framework of the study, detailed methodology, work schedule and staffing plan. The consultant shall prepare and submit the work plan including the detail schedule for energy audit to WECS as a part of the Inception Report and get approval prior to the field visit. The Consultant shall organize a workshop to present Inception Report. WECS will provide comments and suggestions on the Inception Report. The consultant shall submit the Revised Inception Report incorporating all those comments and suggestions.

3.2 Interim Phase

The consultant shall submit **6 (Six) hard copies and 1 (one) soft copy** of the Interim Report and **2 (Two) hard copies and 1 (one) soft copy** of Energy Audit report of all audited households within **4 (Four) months** after submission of the Inception Report. The Interim Report shall include the summary of the activities carried out in this phase. Consultant may also submit progress report of field audit works as per the request from WECS. In this phase, the consultant shall complete the following works:

- Complete Energy audit works of all households.
- Dissemination of the findings from energy audit work with the house owner of those audited households to recommend the options for energy saving measures.
- Organize **one day workshop** to present and discuss on Interim Report at WECS Hall among the related stakeholders. WECS will provide comments and suggestions on the Interim Report. The consultant shall submit the revised Interim Report incorporating all those comments and suggestions.

3.3 Draft Phase

The consultant shall submit **6 (Six) hard copies and 1 (one) soft copy** of the Draft Report and **2 (Two) hard copies and 1 (one) soft copy** of Energy Audit report of each audited commercial entities within **5 (Five) months** after submission of the Interim Report. The Draft Report shall include the summary of all activities carried out so far. Recommendations on the Energy Audit guidelines (prepared by WECS) regarding the Commercial sector shall also be included. Consultant may also submit progress report of field audit works as per the request from WECS. In this phase, the consultant shall complete the following works:

- Complete Energy audit works of all commercial entities.
- Organize interactive program for discussion on the findings from energy audit work with the officials of those audited commercial entities to recommend the options for energy saving measures.
- Organize **2 (Two) numbers of one day workshop** for discussion on the current scenario and the status regarding the energy efficiency of those audited commercial entities among WECS officials, Provincial Government officials, concerned commercial personnels and stakeholders.
- Organize **one day workshop** to present and discuss on Draft Report among the related stakeholders. WECS will provide comments and suggestions on the Draft Report. The consultant shall submit the revised Draft Report incorporating all those comments and suggestions.

3.4 Final Phase:

The Consultant shall submit **10 (Ten) hard copies and 1 (one) soft copy** of the Final report within **2 (Two) months** after submission of the Draft Report. The consultant shall incorporate all the comments and suggestions provided by WECS on the Draft Report and submit the Final Reports along with all the analyzed database files.

4. Field Energy Audit work.

a) Commercial sector

Services providing institutions are classified as Commercial sector by Nepal Standard Industrial Classification (NSIC). Thus, for simplicity of energy analysis, all the commercial entities mentioned in Nepal Standard Industrial Classification are further categorized into 5 sub-sectors based on their energy intensity and type.

Commercial Sector Categorization

Categorization	Sub sector
Trade and retails	Wholesale and retail shops,
	Repair centers and others
Accommodation and food	Hotel and restaurants
	Hostels, catering services
Financial services	Financial Institutions
	Real estate service
Social Services	Health
	Education/Social work
Other Services	Technical/Professional/Administrative
	Entertainments and others

Energy audit of commercial sector to be conducted is as follows.

S.N.	Categorization	Number of Commercial Entities for Audit
1	High rise Building, Wholesale and retail shops, Repair centers	20
2	Hotel and restaurants, Hostels, Lodge, catering services	20
3	Bank, Insurance, Real State	20
4	Hospitals, Clinic, Medical store, School, College, University	20
5	Technical/Professional/Administrative, Entertainments and others	20
Total		100

b) Residential sector

The consultant shall carry out the energy audit in residential sector in all geographic regions (Mountain, Hill and Terai) including different roof types (RCC, GI Sheet/Tin, Tile, Wood/Plank/Mud, Straw/Thatch and others) of houses. Energy audit of residential sector to be conducted is as follows.

S.N.	Geographic Region	Number of Household for Audit
1	Mountain	100
2	Hill	100
3	Terai	100
Total		300

Energy Audit shall include following activities:

- Before conducting the Energy Audit in the commercial entity and residential sector, the Consultant shall prepare the Energy Audit Flow Chart.
- Suitable format to be developed for data collection.
- Conduct a walkthrough audit and on-site inspection of the entity.
- Identify the major areas of energy use.
- Process and equipment parameters during normal operations that need to be measured shall be identified and listed.
- Duration and frequency of measurement, measurement location, instrument to be used etc. are established.
- Data collection format is used to record data during the data collection process.
- Measurement plan should include following:
 - a. Collection of corresponding relevant variables, e.g. operating parameters, production data from the management
 - b. Recording measurement method, equipment supplier’s specifications, perform mass and energy balance to the extent possible,

Equipments for Energy Audit:

All the costs incurred during the field work for logistics, equipments (Thermal Imaging Camera, Lux meter, Power analyzer, Combustion analyzer, Digital Camera, Clamp ampere meter, Thermo meter, Humidity meter Gas analyzer, Co2 meter etc.) hired for audit work, allowances, and transportation etc. shall be borne by the consultant.

Data Analysis:

After completion of the field audit work the Consultant shall carry out the detailed data analysis and prepare the reports of the relevant sub sectors.



Prepare Energy Audit Report:

Consultant shall prepare the energy audit report for each audited commercial entity and household. The individual Energy Audit Report shall include following:

- General Plant description and details.
- Energy and utility system description.
- Identification of energy intensive equipments.
- Baseline Energy consumption and Comparison of actual energy consumption with national, regional and international baseline figures.
- Identification of energy saving opportunities.
- Energy Conservation options and recommendations.
- Implementation plan for energy saving measures.
- Energy efficiency in utilities and process system(specific energy consumption, assessment, DG set performance assessment, boiler efficiency ,furnace efficiency analysis, cooling water system performance, Refrigeration system and compressed air system assessment, electric motor load analysis, lighting system etc.).
- Analysis of various technology options for their suitability in terms of cost effectiveness.
- List of options in terms of No cost/Low cost, Medium/High investment cost, annual energy saving and payback.
- Cost benefit analysis of identified energy efficiency improvement.
- Financial and technical Feasibility study of energy saving measure as applicable.
- Interpreting results in the form of chart, graph or table.

5. Work Schedule: The Consultant shall complete the entire study project within a period of **12 months** from the effective date of contract. It is the responsibility of the Consultant to plan in detail the work schedule and expert person-months schedule to complete the assigned work within the assigned time frame.

6. Staffing Requirements

The following are the requirements of experts for the study. However, the consultant may include additional experts during the project period without any additional expenses on the agreed amount.

S.N.	Human Resources	Number	MM
1.	Team Leader	1	5.00
2.	Electrical Energy Expert	1	6.00
3.	Thermal Energy Expert	1	6.00

4.	Economist/Financial Analyst	1	4.50
5.	Mechanical/Industrial Engineer	1	7.50
6.	Electrical Engineer	1	7.50
7.	Supporting Staff	1	7.50

The responsibility of the experts are, but not limited to, the following:

6.1. Team Leader

The team leader shall have substantial experience in the area of Energy Sector/Energy Efficiency/Energy Audit. S/he shall at least have Master's degree in Electrical /Mechanical/Industrial/ Renewable Energy Engineering/Energy Management with at least 15 years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector. S/he will be responsible to: ☐

- Take full responsibility for the consulting team and as per the scope of work, provide overall direction to the consulting team, and coordinate between individual experts;
- Carry out extensive consultations with the key stakeholders obtaining suggestions and concurrence with the contents of the plan.
- In cooperation with WECS, carry out extensive consultations with the key stakeholders and obtain suggestions and concurrence as per the contents of the study;
- Prepare detailed schedules for the fieldwork and office works;
- Organize meetings and workshops ;
- Ensure timely delivery and quality control of the outputs required as per the scope of work.

6.2 Thermal Energy Expert

The thermal energy expert shall at least have Master's degree in Mechanical/Industrial/Renewable Energy Engineering/Energy Management with Bachelor's degree in Mechanical/Industrial Engineering. S/he shall at least have 10 years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector. S/he will be responsible to:

- Work closely with other members of the core technical team and assist the team leader.
- Carry out most of the fieldwork and diagnostic work.
- Monitor, review and analyze the inputs provided by different experts in the team;
- Assist the Team Leader in timely delivery of all outputs and preparation of reports.

6.3. Electrical Energy Expert

The electrical energy expert shall at least have Master's degree in Electrical/ Renewable Energy Engineering/Energy Management with Bachelor's degree in Electrical engineering. S/he shall at least have 10

years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector. S/he will be responsible to:

- Work closely with other members of the core technical team and assist the team leader.
- Carry out most of the fieldwork and diagnostic work.
- Monitor, review and analyze the inputs provided by different experts in the team;
- Assist the Team Leader in timely delivery of all outputs and preparation of reports.

6.4. Economist/Financial Analyst

Economist/Financial analyst shall at least have Masters' degree in Economics/Finance/Commerce with at least 10 years of professional experience in project related to Economical/Financial Analysis. S/he will be responsible to:

- Work closely with other members of the core technical team and assist the team leader.
- Preparation of framework and carry out most of the economic and financial works related to energy audit.
- Ensure that economic/financial assessments carried out are undertaken with correct methodologies.
- Assist the Team Leader in timely delivery of all outputs and preparation of reports.

6.5 Mechanical/Industrial Engineer

The Mechanical/Industrial Engineer shall at least have Bachelor's degree in Mechanical/Industrial Engineering with at least 5 years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector. S/he will be responsible to:

- Work closely with other members of the core technical team and assist the team leader.
- Carry out all the field work and data analysis related to Energy Audit
- Assist the Team Leader and Energy Expert in field work , data analysis, report preparation etc.

6.6 Electrical Engineer

The Electrical Engineer shall at least have Bachelor's degree in Electrical Engineering with at least 5 years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector. S/he will be responsible to:

- Work closely with other members of the core technical team and assist the team leader.
- Carry out all the field work and data analysis related to Energy Audit.
- Assist the Team Leader and Energy Expert in field work, data analysis, report preparation etc.

7. Payment Mode:

The payment schedule will be as mentioned in the table below:

S.N.	Payments	Payment (%) of total contract amount	Preconditions of payment
1.	First Installment	25	After submission and approval of Inception Report
2.	Second Installment	25	After submission and approval Interim Report
3.	Third Installment	25	After submission of Draft Report
4.	Fourth Installment	25	After submission and approval of Final Report

8. Language of the Report:

All the reports should be prepared and submitted in English. The Consultant shall submit the guidelines in the required format in both English and Nepali Language towards its submission & approval to the cabinet.

9. Competencies:

The Organization/Consulting firm should have the following competencies:

- i. Excellent communication skill, good working relationship with the government and other organizations, and ability to collect and analyze data and information;
- ii. Excellent ability to quickly grasp and synthesize inputs from a range of disciplines related to this subject area.

10. Qualifications:

The consulting firm should provide lists of qualified human resources with proven track records. The study team should comprise of specialist and/or knowledge-based human resources having required qualifications and experiences in relevant fields/thematic areas to carry out the works as included in the scope of this study. S/he should have fluent written and oral communication in English.



PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (a Lump-Sum Contract).
2. **Lump-Sum Contract:** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.



STANDARD FORM OF CONTRACT

Consultant's Services

**LUMP-SUM
FORM OF CONTRACT**



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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Energy Audit in Commercial and Residential Sectors

Contract No. WECS/05/080-081

Between

Government of Nepal

Water and Energy Commission Secretariat,

and

[Name of the Consultant]

Dated: 2080/ _____



I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, 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:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify "Not Applicable" for GoN funded projects]

Appendix E: Medical Certificate

Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:



- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the 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]*

The Secretary, Water and Energy Commission Secretariat, Government of Nepal
[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].*

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
 - (c) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
 - (d) “Client” means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Development Partner (DP)” means the country/institution funding the project **as specified in the SCC**.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.
 - (m) “Government” means the government of Nepal (GoN).

- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of Nepal (NPR).
- (q) Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

4. Language

4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

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

9. Authorized Representatives

9.1. 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 Consultant may be taken or executed by the officials specified in the **SCC**.

10. Corrupt and Fraudulent Practices

10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the



Services	Effective Date specified in the SCC .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC or such other time period as the Parties may agree in writing.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	17.4. The failure of a Party to fulfill 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.
c. Measures to be Taken	17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.



17.6.A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7.A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d Extension of Time (EoT)

17.8.Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time ,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such



payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe



sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods,

works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
 - b. after the termination of this Contract, such other activities as may be specified in the SCC
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts
 - (iii) engaging or being involved in corrupt or fraudulent practice
 - (iv) Interference in participation of other prospective consultants.
 - (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - (vi) collusive practice among consultants before or after submission of proposals for distribution of works among



consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.

- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract

23. Confidentiality

23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

24. Liability of the Consultant

24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

25. Insurance to be Taken out by the Consultant

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.

27. Reporting Obligations

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.



28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, 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 Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant 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 Consultant 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.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

29. Equipment, Vehicles and Materials

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the



same rate of remuneration.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project Site

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the Applicable Law Related to Taxes and Duties

35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.

36. Services, Facilities and Property of the Client

36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

37. Counterpart Personnel

37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2

37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

38. Payment Obligation

38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the



Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 39. Contract Price**
- 39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 40. Taxes and Duties**
- 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
- 41. Currency of Payment**
- 41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 42. Mode of Billing and Payment**
- 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
- 42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final



report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Retention

43.1. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages

45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. FAIRNESS AND GOOD FAITH

46. Good Faith

46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice

of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

48. Dispute Resolution

48.1 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 adjudication/arbitration in accordance with the provisions specified in the SCC.

I. BLACKLISTING

49. Blacklisting

49.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are: Address:</p> <p>Client : Water and Energy Commission Secretariat (WECS), Singhdurbar, Kathmandu Telephone: 01-4211415 Facsimile:01-4211425 E-mail: wecs@mos.com.np</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant 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 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Joint Secretary, Energy Division Water and Energy Commission Secretariat (WECS), Singhdurbar, Kathmandu.</p> <p>For the Consultant: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be after signing the contract.</p> <p>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	<p>Expiration of Contract:</p>

	The time period shall be 12 (twelve) months from the effective date.
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	<p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.</p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of 100% of the contract amount.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other</p>

	<p>insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>																				
28.1	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 Consultant for the Client in the course of the Services shall be confidential and become and remain absolute property of the Client.																				
28.2	The Consultant shall not use these final report documents, primary and secondary data for purposes unrelated to this Contract without the prior written approval of the Client.																				
39.1	<p>The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT).</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.</p>																				
42.2	<p>The payment schedule:</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Payments</th> <th>Payment (%) of total contract amount</th> <th>Preconditions of payment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>First Installment</td> <td>25</td> <td>After submission and approval of Inception Report</td> </tr> <tr> <td>2.</td> <td>Second Installment</td> <td>25</td> <td>After submission and approval Interim Report</td> </tr> <tr> <td>3.</td> <td>Third Installment</td> <td>25</td> <td>After submission of Draft Report</td> </tr> <tr> <td>4.</td> <td>Fourth Installment</td> <td>25</td> <td>After submission and approval of Final Report</td> </tr> </tbody> </table>	S.N.	Payments	Payment (%) of total contract amount	Preconditions of payment	1.	First Installment	25	After submission and approval of Inception Report	2.	Second Installment	25	After submission and approval Interim Report	3.	Third Installment	25	After submission of Draft Report	4.	Fourth Installment	25	After submission and approval of Final Report
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42.2.1	N/A																				
42.2.4	<p>The accounts are:</p> <p>Details shall be provided by the Consultant within 15 days from the effective date of contract</p>																				
43.1	The proportion of payments retained is: 5%																				



44.1	The interest rate is: N/A
45.1	The liquidated damage is: 0.05%per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	Arbitration shall be conducted in accordance with Nepal Arbitration Act

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

APPENDIX B - KEY EXPERTS

APPENDIX C – BREAKDOWN OF CONTRACT PRICE



Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____



APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1]

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ [month], _____ [year],² whichever is earlier.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time



Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



APPENDIX E – MEDICAL CERTIFICATE



APPENDIX F –MINUTES OF NEGOTIATION MEETINGS