



RFP Documents for "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"

REQUEST FOR PROPOSALS (RFP)

RFP No.: [01/WECS/074/75]

Selection of National Consulting Services for: "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"

**Project Name: [Preparation of Energy Audit Guidelines for Industrial,
Commercial and Domestic Sectors]**

Office Name: Water and Energy Commission Secretariat

Office Address: Singha Durbar, Kathmandu

**Financing Agency: Government Budget
[Budget Head: 308101]**

Issued on: [2074/11/9]



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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 "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"

1. Government of Nepal (GoN) has allocated fund from Government Budget toward the cost of "**Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic 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"): "**Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic 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) Digicon Engineering Consult Pvt. Ltd.,Kupondole, Lalitpur.
 - (ii) JV of GOEC Nepal P. Ltd.(GOEC) And Cosmopolitan Consultant & Technical Education Centre P. Ltd. and Garima International Design Associates Nepal P. Ltd.(GIDAN), Newbaneshwor, Kathmandu.
 - (iii) JV of Total Management Services (TMS) Pvt. Ltd. and PACE Nepal Pvt. Ltd., Kamal Pokhari, Kathmandu.
 - (iv) JV of ITECO Nepal (P.) Ltd. and Homeland Engineering Consultancy (P.) Ltd, and Shreeya Consultancy (P.) Ltd., Min Bhawan Kathmandu.
 - (v) JV of Executive Consulting Engineering & Planner (P.) Ltd. and Multiscope Consultancy Pvt. Ltd., Pabitra Nagar,Gongabu, Kathmandu.
 - (vi) GIEF Consultancy Pvt. Ltd., Gaushala, Kathmandu.
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 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract

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**, Singha Durbar, 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. 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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(Sukdev Chaudhary)
Chief, Procurement Unit
Water and Energy Commission Secretariat(WECS)



Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions	<ul style="list-style-type: none">(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.(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.(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.(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.(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.(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).(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.(h). "Day" means a calendar day.(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).(k). "Government" means the government of the Nepal.(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.
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	<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 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>
<p>2. Introduction</p>	<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</p>



	inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet .
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	(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 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.



<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>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.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<p>6. Eligibility</p>	<p>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.</p> <p>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.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p>a. Sanctions</p>	<p>6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
<p>b. Prohibitions</p>	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(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.</p>
<p>c. Restrictions for public employees</p>	<p>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).</p>



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 rates and the total price. 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.
a. Extension of Validity Period	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. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be



	<p>done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</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> <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.</p>
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</p>



	<p>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>
<p>15. Technical Proposal Format and Content</p>	<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>
<p>16. Financial Proposal</p>	<p>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.</p>
<p>a. Price Adjustment</p>	<p>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.</p>
<p>b. Taxes</p>	<p>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.</p>
<p>c. Currency of Proposal</p>	<p>16.4 The Consultant may express the price for its Services in the currency or 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</p>



	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</p>



	<p>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 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>
<p>18. Confidentiality</p>	<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>
<p>19. Opening of Technical Proposals</p>	<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>



<p>20. Proposals Evaluation</p>	<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>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals 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>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>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.</p>



	<p>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> <ul style="list-style-type: none"> (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (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, (g) Other necessary matters considered appropriate by the Public Entity
<p>24. Correction of Errors</p>	<p>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.</p>
<p>a. Time-Based Contracts</p>	<p>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.</p>
<p>b. Lump-Sum Contracts</p>	<p>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.</p>



<p>25. Taxes</p>	<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>
<p>26. Conversion to Single Currency</p>	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p>
<p>27. Combined Quality and Cost Evaluation</p>	
<p>a. Quality- and Cost-Based Selection (QCBS)</p>	<p>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.</p>
<p>b. Fixed-Budget Selection (FBS)</p>	<p>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.</p> <p>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.</p>
<p>c. Least-Cost Selection (LCS)</p>	<p>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.</p>
<p>D. Negotiations and Award</p>	
<p>28. Negotiations</p>	<p>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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>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.</p>
<p>a. Availability of Key Experts</p>	<p>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</p>



	<p>rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>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.</p>
b. Technical negotiations	<p>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.</p>
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</p>



	<p>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>31. Request for Information/ Complaints</p>	<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 Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from "A" class commercial bank equivalent to the amount specified in the BDS 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>



	<ul style="list-style-type: none"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. 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. 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>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(j) (definitions)	National experts mean experts who are citizens of Nepal.
2.1	Name of the Client: Water and Energy Commission Secretariat, Government of Nepal Method of selection: Quality and Cost Based Selection(QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors" RFP No.: [01/WECS/074/75]
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 15 th day from the first date of publication of notice for issuance of this RFP Document Time :1400hrs Address: WECS Meeting Hall, Singha Durbar, Kathmandu Telephone: 01-4211415 Facsimile:01-4211425 E-mail: wecs@mos.com.np Contact person/conference coordinator: Sukdev Chaudhary, Senior Divisional Engineer Procurement unit, Water and Energy Commission Secretariat, Singha Durbar
2.4	The Client will provide the following inputs: Data, Reports, Act, 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



6.3.1	A list of debarred firms and individuals is available at the following website [www.ppmo.gov.np]
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul 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 (if applicable):</p> <ul 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	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline.</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment:</p> <p>No</p>
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Water and Energy Commission Secretariat, Singha Durbar, Kathmandu</p>



	Facsimile:01-4211415 E-mail: wecs@mos.com.np																																																				
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"> <thead> <tr> <th>S.N.</th> <th>Description</th> <th>Human Resources (No.)</th> <th>Office Work-Person Month(A)</th> <th>Field Work - Person Month(B)</th> <th>Total Man Month(A+B)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Team Leader</td> <td>1</td> <td>4.5</td> <td>2</td> <td>6.5</td> </tr> <tr> <td>2.</td> <td>Electrical Energy Expert</td> <td>1</td> <td>10</td> <td>8</td> <td>18</td> </tr> <tr> <td>3.</td> <td>Thermal Energy Expert</td> <td>1</td> <td>10</td> <td>8</td> <td>18</td> </tr> <tr> <td>4.</td> <td>Legal Expert</td> <td>1</td> <td>3.25</td> <td>0</td> <td>3.25</td> </tr> <tr> <td>5.</td> <td>Economist/Financial Analyst</td> <td>1</td> <td>3.25</td> <td>0</td> <td>3.25</td> </tr> <tr> <td>6.</td> <td>Mechanical/Industrial Engineer</td> <td>1</td> <td>10</td> <td>8</td> <td>18</td> </tr> <tr> <td>7.</td> <td>Electrical Engineer</td> <td>1</td> <td>10</td> <td>8</td> <td>18</td> </tr> </tbody> </table>					S.N.	Description	Human Resources (No.)	Office Work-Person Month(A)	Field Work - Person Month(B)	Total Man Month(A+B)	1.	Team Leader	1	4.5	2	6.5	2.	Electrical Energy Expert	1	10	8	18	3.	Thermal Energy Expert	1	10	8	18	4.	Legal Expert	1	3.25	0	3.25	5.	Economist/Financial Analyst	1	3.25	0	3.25	6.	Mechanical/Industrial Engineer	1	10	8	18	7.	Electrical Engineer	1	10	8	18
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16.1	<p>(1) Cost of remuneration for Key and Non-key experts .</p> <p>(2) per diem allowance, including hotel, for Key and Non-Key experts, WECS Staff for the purposes of the Field Work.</p> <p>(3) cost of travel by the most appropriate means of transport for office and field work.</p> <p>(4) communications costs;</p> <p>(5) cost of rent or freight of equipments as Per 4V(c) of ToR required for this assignment.</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) Cost of Workshop/Training</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>The Financial Proposal should state local costs in Nepalese Rupees(NPR)</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants "shall not" have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and Two (2) copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date: 09/12/2074 Time: 1200 hrs</p> <p>The Proposal submission address is: The Secretary, Water and Energy Commission Secretariat, Singha Durbar, Kathmandu.</p> <p>RFP documents received after the due date & time, shall be considered late, summarily rejected and returned un-opened.</p>



19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: Meeting Hall, WECS, Singha Durbar Kathmandu. Date: 2074/12/09 Time: 1400 hrs</p>																																																																
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party.</p>																																																																
21.1	<p>The evaluation criteria for evaluating the Technical proposal for "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"</p> <p style="text-align: center;">Marks allocated for evaluation of Technical proposal of Request for Proposal (RFP) documents:</p> <table border="1" data-bbox="250 825 1503 1062"> <thead> <tr> <th>S.N.</th> <th>Description</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Specific work experience of the firm in the last seven years</td> <td>15</td> </tr> <tr> <td>2</td> <td>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td>20</td> </tr> <tr> <td>3</td> <td>Technology Transfer</td> <td>5</td> </tr> <tr> <td>4</td> <td>Qualifications and Experience of the key staff for the Assignment</td> <td>60</td> </tr> <tr> <td></td> <td>Total Mark</td> <td>100</td> </tr> </tbody> </table> <p>Detail Evaluation Criteria for evaluation of Technical proposals are as follows:</p> <table border="1" data-bbox="250 1142 1549 1864"> <thead> <tr> <th>S.N.</th> <th>Description</th> <th>Weightage</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="3">1.</td> <td>Specific Work Experience of the firm in last 7 years</td> <td></td> <td>15</td> </tr> <tr> <td>a. Experience in planning/design in energy sector</td> <td></td> <td>8</td> </tr> <tr> <td>b. Experience in project related to preparation of policy/guidelines/manual/directives(Each project should have the contract value of at least NRs. 0.8 million)</td> <td></td> <td>7</td> </tr> <tr> <td></td> <td>Note: i) In case of a joint venture, cumulative experience shall be considered. ii) The experience of the firm shall be supported with notarized copies of experience/ completion certificates showing the project size, value of service and date of completion of the assignment.</td> <td></td> <td></td> </tr> <tr> <td rowspan="4">2.</td> <td>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference(TOR)</td> <td></td> <td>20</td> </tr> <tr> <td>A Understanding of ToR, Objective and Scope of the assignment and Comments and suggestions on ToR</td> <td></td> <td>4</td> </tr> <tr> <td>B Approach and Methodology</td> <td></td> <td>12</td> </tr> <tr> <td>C. Man Power Schedule, Team Composition and Task Assignment</td> <td></td> <td>4</td> </tr> <tr> <td>3</td> <td>Technology Transfer</td> <td></td> <td>5</td> </tr> <tr> <td rowspan="2">4.</td> <td>Qualifications and Experience of the key staff for the Assignment</td> <td></td> <td>60</td> </tr> <tr> <td>A : Team Leader</td> <td></td> <td>12</td> </tr> <tr> <td></td> <td>Experience in Energy Efficiency/Energy Audit/Energy Sector/ preparation of Policy/</td> <td></td> <td></td> </tr> </tbody> </table>	S.N.	Description	Marks	1	Specific work experience of the firm in the last seven years	15	2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	20	3	Technology Transfer	5	4	Qualifications and Experience of the key staff for the Assignment	60		Total Mark	100	S.N.	Description	Weightage	Marks	1.	Specific Work Experience of the firm in last 7 years		15	a. Experience in planning/design in energy sector		8	b. Experience in project related to preparation of policy/guidelines/manual/directives(Each project should have the contract value of at least NRs. 0.8 million)		7		Note: i) In case of a joint venture, cumulative experience shall be considered. ii) The experience of the firm shall be supported with notarized copies of experience/ completion certificates showing the project size, value of service and date of completion of the assignment.			2.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference(TOR)		20	A Understanding of ToR, Objective and Scope of the assignment and Comments and suggestions on ToR		4	B Approach and Methodology		12	C. Man Power Schedule, Team Composition and Task Assignment		4	3	Technology Transfer		5	4.	Qualifications and Experience of the key staff for the Assignment		60	A : Team Leader		12		Experience in Energy Efficiency/Energy Audit/Energy Sector/ preparation of Policy/		
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		G: Electrical Engineer		8
		Experience in Energy Efficiency/Energy Audit / Energy sector / preparation of Policy/ Guidelines/ Manuals/Directives		
	<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. • Curriculum Vitae (CV) of the key professionals shall be submitted with signature in blue indelible ink of the respective professionals. The CV shall contain the Nepal Engineering Council (NEC) registration number for those key professionals who need to be registered as per NEC Act, 2055 and Regulation, 2057. A notarized copy of the NEC registration certificate and academic qualification certificate shall also be attached for the person to be evaluated. • A firm shall not propose the same professional in more than one designation in the same job. If so proposed, the respective person will not be considered in the evaluation for any designation. • Experience in ongoing/incomplete projects shall not be considered for evaluation. • The key professionals involved in the ongoing projects (work in hand projects) of the Consultant will not be evaluated if his or her engagement schedule overlaps with that of this project. 			
		Total Marks		100
		Minimum Technical Score required in aggregate to pass		70
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			



<p>27.1 [a. QCBS only]</p>	<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 x 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: T = [80%], and P = [20%]</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 x T% + Sf x P%.</p>
<p>D. Negotiations and Award</p>	
<p>28.1</p>	<p>Expected date and address for contract negotiations:</p> <p>Date: Second Week of Baishakh, 2075</p> <p>Address: Meeting Hall, Water and Energy Commission Secretariat, Singha Durbar</p>
<p>30.4</p>	<p>Expected date for the commencement of the Services: Date: Jeshtha 2075</p>
<p>31.1</p>	<p>Not Applicable</p>
<p>33.2</p>	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>



Additional Information

- The information furnished by the Firm(s) in the RFP document should be realistic. If any discrepancies/faults are found, legal action may be taken as per prevailing rules and regulations.
- The Consultant must 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 will not be evaluated.
- In case of a joint venture, 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 EOI. If otherwise, the proposal will 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, Government of Nepal
Singha Durbar, 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-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-...					Office	Field	Total
KEY EXPERTS														
1														
2														
...														
n														
											Subtotal			
NON-KEY EXPERTS														
1														
2														
...														
n														
											Subtotal			
											Total			

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- Months are counted from the start of the assignment/mobilization. "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. Bbbbbbb, 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 Other Expenses



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

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: _____



RFP Documents for "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"

{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.	Items	Amount (NRs.)	
		In Figures	In words
1	Man Power Cost for Office and Field Work (Key and Non-Key Experts)		
2	Field Audit Work, Including Equipment Hiring ,Transportation Charge and Perdiem		
3	Workshops/Training		
4	Report Preparation and Communication		
	Sub-Total Cost exclusive of Value Added Tax (VAT)		
	VAT @ 13%		
	Total cost inclusive of VAT		



FORM FIN-3 BREAKDOWN OF REMUNERATION

1. Man Power Cost for Office and Field Work

No.	Position (as in TECH-6)	Office work (A)				Field work (B)				Total Cost (NRs.) (A)+(B)
		Required No.	MM/Person	Unit Rate/MM	Cost (NRs.)	Required No.	MM/Person	Unit Rate/MM	Cost (NRs.)	
A1	KEY EXPERTS									
1.	Team Leader	1	4.5			1	2			
2.	Thermal Energy Expert	1	10			1	8			
3	Electrical Energy Expert	1	10			1	8			
4	Legal Expert	1	3.25			0	0			
5	Economist/Financial Analyst	1	3.25			0	0			
6.	Mechanical/Industrial Engineer	1	10			1	8			
7.	Electrical Engineer	1	10			1	8			
		Sub-Total Costs (A1)								
B1	NON-KEY EXPERTS/SUPPORT STAFF									
1.	Supporting Staff	4	35			4	20			
		Sub-Total Costs (B1)								
		TOTAL COSTS (A1+B1)								



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

2. Field Audit Work including Equipment Hiring, Transportation charge and Perdiem

S. N.	Description of Work	Qty.	Unit	Day/Industry	Total days	Rate (NRs.)	Total Cost (NRs.)	
							In Figures	In words
1.	Field Audit Work including Hiring of equipments (as per 4V(c) of ToR), Transportation Charge(Field & Office work) and							
A Industrial Sector								
i)	Cement Industries	4	Nos.	5	20			
ii)	Steel Rolling Mills	4	Nos.	5	20			
iii)	Brick Kilns	4	Nos.	4	16			
iv)	Sugar Industries	4	Nos.	4	16			
v)	Dairy Industries	4	Nos.	4	16			
vi)	Noodles Making Industries	4	Nos.	4	16			
vii)	Beverage Industry	2	Nos.	4	8			
viii)	Pulp and Paper Industries	3	Nos.	4	12			
	Sub -Total Cost(A)		NRs.					
B Commercial Sector								
i)	Hospitals/Nursing Home	4	Nos.	5	20			
ii)	Commercial Bank "A Class"	4	Nos.	4	16			
iii)	Hotels "5 Stars"	4	Nos.	4	16			
iv)	High Rise Buildings" Shopping	4	Nos.	4	16			
v)	Medical Store	3	Nos.	3	9			
	Sub -Total Cost(B)		NRs.					
C Domestic Sector								
i)	Air Conditioner	4	Nos.	0.5	2			
ii)	Refrigerator	4	Nos.	0.5	2			
iii)	Lighting Fixtures	4	Nos.	0.5	2			
iv)	Rice cooker	4	Nos.	0.5	2			
v)	Water Heater	4	Nos.	0.5	2			
vi)	Water Pump	4	Nos.	0.5	2			
vii)	Electric Fan	4	Nos.	0.5	2			
viii)	Induction Heater	4	Nos.	0.5	2			
ix)	Washing Machines	4	Nos.	0.5	2			
x)	Ovens	4	Nos.	0.5	2			
	Sub -Total Cost(C)		NRs.					



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

S.N.	Description of Work	Qty.	Unit	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
D	Vehicle including fuel and driver for office work(1 nos.)	18	month			
	Sub –Total Cost(D)		NRs.			
E	Perdiem for WECS staff during field work	262	md			
	Sub –Total Cost(E)		NRs.			
F	Equipment Charge (as per 4V(c) of ToR)					
	Sub –Total Cost(F)		NRs.			
G	Vehicle for Field Audit Work including fuel and driver	8	month			
	Sub –Total Cost(G)		NRs.			
	Total Cost (A+B+C+D+E+F+G)		NRs.			

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

3. Workshop/Training

S.N.	Description of Work	Qty.	Unit	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
A	One day workshop to present and discuss the inception report					
	Refreshment	30	Person			
	Stationery	25	Person			
	Management support	LS				
	Transport & Allowance	30	Person			
	Sub –Total Cost(A)		NRs.			
B	One day workshop to present and discuss the					
	Refreshment	30	Person			
	Stationery	25	Person			
	Management support	LS				
	Transport & Allowance	30	Person			
	Sub –Total Cost(B)		NRs.			
C	Residential Draft Report Presentation Workshop(2 days-1 night)-30 participants					
	Out of station allowance including transportation	2*30	Person			
	Stationeries	30	Person			



RFP Documents for "Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors"

	Refreshment	2*30	Person			
	Accommodation (1-night stay)	30	Person			
	Training materials	LS				
	Hall Rent, Management support etc.	LS				
	Sub –Total Cost(C)		NRs.			
	Total Cost(A+B+C)		NRs.			
	VAT@13%		NRs.			
	Grand Total Cost		NRs.			

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES

4.Report Preparation & Communication

S.N.	Description of Work	Qty.	Unit	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
A.	Report Preparation					
<i>i)</i>	Inception Report	5	copies			
<i>ii)</i>	Interim Report	5	copies			
<i>iii).</i>	Draft Final Report	7	copies			
<i>iv).</i>	Final Reports	10	copies			
<i>v).</i>	Final Guidelines	30	copies			
	Sub –Total Cost(A)					
B.	Communication(Tele, Fax, Internet)	18	month			
	Sub –Total Cost(B)		NRs.			
	Total (A+B)		NRs.			



Section 5. Eligible Countries

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



Section 6. 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

1. Background:

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 (NR) to fulfill the country's energy requirements. Nepal has tremendous hydroelectric power potential, estimated at around 83,000 MW, of which 44,000 MW is considered to be economically viable. 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 and electricity consumers in several sectors have been affected by regular load shedding.

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 industry and commercial sector in particular.

Energy cost is a major component in industrial sectors such as Cement Manufacturing, Steel Rolling Mills, Brick Kilns, Sugar Production, Dairy, Noodles Making and Pulp and Paper Industries. It is also a major cost component in commercial building operations. Electricity is also used significantly by household equipment such as Air Conditioners, Refrigerator, Lighting Fixtures, Washing Machines, Ovens, Rice Cooker, and Water Heater etc.

Based on advancements in energy efficiency practices and technologies, it is now possible to reduce energy cost significantly in the industries, buildings and domestic use without reducing the comfort, utility and productivity. More efficient household equipment's are also available in the market. 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 industries and commercial enterprises, followed by implementation of the most cost effective energy efficiency measures. Careful and educated selection of household equipment will also result in significant energy savings.

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.



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; and
- 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

Invariably the ultimate objective of the guideline is to improve and incorporate energy efficiency in industries, commercial enterprise and domestic sector. 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.

Objectives of Energy Efficiency guidelines are derived from the long-term vision and goals of improving Energy Efficiency. In general, the process of developing an Energy Efficiency Guidelines may be grouped under the headings listed below. Stakeholder participation and communication should be ensured during the process:

- Energy review
 - Benchmarking
 - Baseline
- Review of national, regional and global practices
- Review of best available Energy Efficient Technologies
- Identification of areas for improvement
- Identification of Energy Efficiency options
- Classification of Energy Efficiency options on the basis of payback period
- Development of action plan

The organization must record and maintain an energy review with certain documented methodology and criteria. An energy review is a process to determine an organization's energy performance based on data and/or actual measurement, leading to identification of opportunities for improvement. The review provides useful information for the development of the energy



baseline and the selection of energy performance indicators (EnPIs). It also establishes the monitoring capability to support effective continuous improvement of the energy performance in the future.

To conduct the review, 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 review, the following items should be noted:

1. Major equipment with significant energy consumption should be itemized, i.e. energy consumption record should be provided for each piece of equipment;
2. Installation of sub-meter to monitor and record the energy consumption (such as electricity, diesel, gas and steam) of each major equipment;
3. 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;
4. The energy review should be updated when necessary to add new equipment and expel obsolete items; and
5. Replacement of estimation by actual data through measurement as far as possible to enhance the accuracy of the energy profile.

Hence the guideline provides step-by-step advice for industries to develop strategy to identify energy efficiency opportunities and development of action plans to implement the options. The Energy Efficiency Guidelines may also be used by national institutions to recommend strategies, policies, and measures to strengthen the institutional arrangements and capacities of the national institutions promoting energy efficiency. These guidelines provide inputs to concerned decision-makers of national energy efficiency organizations on the path to be charted, the process to be followed, and the synergy to be created among the various stakeholders in order to realize the energy efficiency goals set by the respective governments.

The intent of the guideline is to present an analytical framework that can be pursued to achieve energy efficiency goals. It highlights the fact that energy efficiency promotion is a cyclic process. Irrespective of whatever level of success a country/organization may have achieved, there is always scope for further improvement as traditional barriers to energy efficiency are lifted, and there are further technological innovations as energy price keeps rising. The analytical framework defines the three pillars (Path, Partners and Process) that lay the foundation to a sustainable energy efficiency action plan. Government officials concerned with the subject will be able to initiate a gap analysis for assessing their present status in the cyclic process of energy efficiency promotion.

Nepal has not yet developed any comprehensive national energy policy and the only available national policy relating to energy is the Hydro-Power Development Policy. This policy aims to encourage national and foreign private sector investment in the development of hydroelectric power in order to meet its future electricity demand. Under the present condition well-structured



energy efficiency guidelines for Industrial, Commercial and Domestic Sectors could prove to be very useful in addressing the energy shortages prevailing in the country.

2. Objectives of the study

The main objective of study is to prepare Energy Audit Guidelines for Industrial, Commercial and Domestic sectors of Nepal. The Specific Objective of guidelines under consideration are:

- To establish baseline of energy consumption in the Industrial, Commercial and Domestic Sectors. Domestic sector should cover refrigerator, lighting fixtures, washing machine, vacuum cleaner, rice cooker, oven and air conditioner.
- To develop Energy Audit guidelines that would ultimately, prescribe energy efficiency improvement measures to reduce energy consumption, improve energy and environmental performance of industries, commercial enterprises and domestic appliances.
- To illustrate the cost benefit analysis of identified energy efficiency improvement ;
- To outline the typical barriers to enhance energy efficiency.
- To include and/or strengthen EE guidelines in relevant policies and legislations
- Make suitable recommendation in the form of step by step approach and best practices to improve energy efficiency in industries, commercial enterprises and domestic appliances.

3. Scope of Work (Activities)

Prior to embarking upon preparing the Energy audit guidelines, various range of the activities need to be conducted. The scope of work includes, but is not limited to, the following:

A. Establish Baseline figures on Energy Consumption

The consultant will establish a baseline of energy consumption for each sector and appliances as listed below:

- Industrial Sectors
 - ✓ Cement Industries
 - ✓ Steel Rolling Mills
 - ✓ Brick Kilns
 - ✓ Sugar Industries
 - ✓ Dairy Industries
 - ✓ Noodles Making Industries
 - ✓ Pulp and Paper Industries
 - ✓ Beverage industries
- Commercial Sector
 - ✓ Commercial Bank "A" Class
 - ✓ Five Stars Hotels
 - ✓ Commercial High Rise Building
- Domestic Appliances



- ✓ Air Conditioners
- ✓ Refrigerator
- ✓ Lighting Fixtures
- ✓ Washing Machines
- ✓ Ovens
- ✓ Rice Cooker
- ✓ Water Heater
- ✓ Induction Heater
- ✓ Water Pump
- ✓ Electric Fan

Baseline study must be centered on primary and secondary data collected during the literature review and field survey. Regional and international baseline figure also should be established through appropriate literature review. Baseline figure should be for all types of energy used and should be for suitable data period but in any case should include data of immediate past two years.

B. Conduct Energy Audit

- Conduct an on-site inspection of the facility or appliance.
- Process and equipment parameters during normal operations that need to be measured are identified and listed.
- Duration and frequency of measurement, measurement location, instrument to be used etc. are established.
- Suitable data collection format is developed.
- Data collection format is used to record data during the data collection process.
- Measurement plan should include following:
 - Collection of corresponding relevant variables, e.g. operating parameters, production data from the management
 - Recording measurement method, equipment suppliers specifications, perform mass and energy balance to the extent possible,
 - Interpreting results in the form of chart, graph or table.
- Comparison of actual energy consumption with national, regional and international baseline figures
- Identification of energy saving opportunities
- Recommendation of energy saving measure
- Analysis of various technology options for their suitability in terms of cost effectiveness.
- Financial and technical Feasibility study of energy saving measure as applicable
- Preparation of draft Energy Audit report for all sub sectors and appliances
- provide step-by-step advice for industries to develop strategy to identify energy efficiency opportunities and development of action plans to implement the options
- Compilation of specific energy consumption relevant to sectors under study as applicable in selected countries and regions.



C. Preparation of Energy Audit Guidelines and dissemination

- Conduct stakeholder consultation for all three sectors as given
 - ✓ Industrial
 - ✓ Commercial
 - ✓ Domestic
- Conduct National workshop
- Prepare guideline to fulfill the requirement laid down as per the objective for all i.e., industrial, commercial and domestic sectors
- Stakeholders consultation and presentation of draft Energy audit reports and guidelines
- Finalization of Energy audit reports and Energy Audit guidelines
- Dissemination workshop

4. Study Approach

The study approach suggested are but not limited to the followings:

i) Consultation process:

The study will be conducted with due consultation with related agencies, professionals, academicians etc. Consultation workshops and meetings will be conducted as indicated in section 7 below with participants of different institutions and individuals with consent from WECS.

ii) Desk Study:

The Consultant shall carry out the proper desk study before field work.

- Literature survey on Energy Efficiency and Energy audit practices adopted within Nepal and elsewhere.
- Review of national, regional and international Energy Efficiency guidelines for the similar sectors, if any.
- Review of regulation/standards/guidelines for Energy efficiency from different sources and elsewhere as applicable to Nepal. Include the current situation of the developed, emerging and developing countries as much as possible.
- Examine the legal requirements pertaining to EE standards and acts, as applicable in selected countries and regions.



iii) Field Visit

Field work related to energy audit of industrial, commercial and domestic sectors to be conducted frequently as soon as possible from the date of agreement. The consultant shall prepare and submit the work plan to WECS as a part of the Inception Report and get approval prior to the field visit. During the field work the consultant shall involve WECS Staff. 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. will be borne by the consultant. The Consultant shall carry out the energy audit of the following:

S.N.	A. Industrial Sector	Qty.
1	Cement Industries	4
2	Steel Rolling Mills	4
3	Brick Kilns	4
4	Sugar Industries	4
5	Dairy Industries	4
6	Noodles Making Industries	4
7	Beverage industry	2
8	Pulp and Paper Industries	3
	A. Commercial Sector	
1	Hospitals/Nursing Home	4
2	Commercial Bank "A" Class	4
3	Hotels "5 Stars"	4
4	High Rise Buildings" Shopping Malls"	4
5	Medical Store	3
	C.Domestic Sectors	
1	Air conditioners	4
2	Refrigerator	4
3	Lighting Fixtures	4
4	Rice cooker	4
5	Water Heater	4
6	Water pump	4
7	Electric Fan	4
8	Induction Heater	4
9	Washing Machines	4
10	Ovens	4



iv) Data Analysis:

After completion of the field work the Consultant shall carry out the detailed data analysis and prepare the reports of the relevant sectors. The Consultant shall submit all the reports of the analyzed data of field work. After the data analysis the Interim Reports shall be prepared and submitted.

v) Management of the study.

Management of the study is an essential part for the execution of the assigned task. In this regard, the consultant shall work in close coordination with the project management unit at WECS. For establishment of a proper coordination mechanism, the following approach will be adopted:

a. Staffing: A project coordinator from WECS will work in close coordination with the consultants for day to day execution and monitoring of the study. All the correspondences and coordination with WECS from the consultant side will be the responsibility of the team leader.

b. Office: Any office space and office set up is the responsibility of the consultant. All the cost incurred for office setup and logistics shall be borne by the consultant.

c. Equipments for Energy Audit: For field Audit works, equipments like Thermal Imaging Camera, Lux meter, Power Analyzer, Combustion Analyzer, Digital Camera, Clamp ampere meter, Thermo meter, Humidity meter, Gas analyzer, CO₂ meter etc are required. The Consultants shall manage/hire all those required equipments. All the costs related to equipments shall be borne by the Consultant.

5. Deliverables:

In the process of preparation of Energy Audit Guidelines, the output of this study shall be in the form of reports with complied data, analysis and results in hard copy as well as in a digital form. The Consultants shall submit the following deliverables:

a) Inception Report: As soon as the study starts, the consultant shall prepare an Inception Report. In this report, the consultant shall elaborate: (i) Conceptual framework of the study, (ii) methodology, (iii) main tasks, (iv) work and staffing plans, and (v) reporting program. The consultant shall submit 5(five) hard copies and 1(one) soft copy of the Inception report within one month from the date of agreement. The Consultant shall organize one-day consultation workshop to present Inception Report. WECS will provide comments and suggestions on the Inception Report. Thereafter, the final inception report will be re-submitted by the consultant and subsequently approved by WECS.

b) Interim Report : The Consultant shall submit 5(five) hard copies and 1 (one) soft copy of the Interim Report within 8(Eight) months after approval of the Inception Report. Before submission of the Interim Report , the consultant shall complete the Desk Study, Field work(energy audit) and data analysis of Industrial sectors. All the field visits of industrial sectors and measurements shall be completed by this reporting period. The Interim Report shall contain



analyzed data and results of Industrial sectors including preliminary Audit Guidelines. It shall also contain a detailed work plan for the next phase of the study. During the field work period, the Consultant shall submit the progress report after completing the field audit work of Industrial sector. The progress report shall contain detailed analyzed data and results of Industrial sectors. The Consultant shall organize one day workshop to present the Interim Report. WECS will provide comments and suggestions on the Interim Report. Thereafter, the Interim Report will be re-submitted by the consultant and subsequently be approved by WECS.

c) Draft Report: The consultant shall submit 7(Seven) hard copies and 1(one) soft copy of the Draft Report after 8 (Eight) months of Interim report. After approval of Interim report, the consultant shall carry out field related work of Commercial and Domestic sector as well as analyze the Data. The Consultant shall submit the monthly progress report of Field Audit work of Commercial and Domestic sectors. The Draft report shall present the complete analysis and findings of the study along with guidelines for Industrial, commercial and domestic sectors. WECS may appoint a panel of experts to conduct an independent review of the Draft Report. The cost for such review shall be borne separately by WECS. WECS will provide comments and Suggestions on the Draft Report. Two days one night residential workshop shall be organized by the Consultant to present the Draft Report.

d) Final Report/Guidelines: The consultant shall incorporate all the comments and suggestions provided by WECS on the Draft Report and submit 10(Ten) hard copies and 1(one) soft copy of the Final Reports and 30(thirty) hard copies and 1(one) soft copy of Guidelines within 1(one) month after the approval of Draft Report. The Consultant shall submit the Energy Audit Guidelines both in English and Nepali.

6. Workshops and Meetings

The following workshops/meetings shall be organized by the consultant. The number of participants will be around 30 in each workshop.

- a. One-day workshop in Kathmandu to present and discuss the Inception Report
- b. One-day workshop/meeting in Kathmandu to present Interim Report
- c. Two –days one night residential workshop to present and discuss the draft report

All the costs involved in carrying out these workshops/meetings shall be borne by the consultant.



7. 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.	Description	Human Resource (Nos.)
1	Team Leader	1
2	Electrical Energy Expert	1
3	Thermal Energy Expert	1
4	Legal Expert	1
5	Economist/Financial Analyst	1
6	Mechanical/Industrial Engineer	1
7	Electrical Engineer	1
8	Supporting Staff	4

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

7.1. 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 10 years of professional experience in related field with specific experience in Energy Efficiency/Energy Audit / Energy sector / preparation of Policy/ Guidelines/ Manuals/Directives. 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.



7.2. 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 / preparation of Policy/ Guidelines/ Manuals/Directives. 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, diagnostic work and guideline preparation 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.

7.3. 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 / preparation of Policy/ Guidelines/ Manuals/Directives. 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, diagnostic work and guideline preparation 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.

7.4. Legal Expert

The Legal Expert shall at least have Master's degree in law with 10 years of professional experience in related field with specific experience in preparation of Policy/ Guidelines/ Manuals/Directives. 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 legal works related to energy audit guidelines
- Review and analyze the inputs provided by different experts in the team;
- Prepare the guidelines in the required format towards its submission & approval to the cabinet.
- Assist the Team Leader in timely delivery of all outputs and preparation of reports.

7.5. 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 guidelines
- 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.

7.6 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 / preparation of Policy/ Guidelines/ Manuals/Directives. 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

7.7 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 / preparation of Policy/ Guidelines/ Manuals/Directives. 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.

8. Work Schedule:

The Consultant shall complete the entire study project within a period of 18 months from the date of signing the agreement with WECS. 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.



9. 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	30	After submission and Approval Interim Report
4.	Third Installment	25	After submission and Approval of Draft Report and Draft Guideline
5.	Fourth Installment	20	After submission and approval of Final Report and Final Manual

10. 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.

11. Time period:

Maximum time required for this study is estimated to be **18 months** from the date of signing the contract.

12. Competencies:

The Organization/Consulting firm should have the following competencies:

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

13. 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 : Preparation of Energy Audit Guidelines for Industrial, Commercial and Domestic Sectors

Contract No. 01/WECS/074/75

Between

Water and Energy Commission Secretariat, Government of Nepal

and

[Name of the Consultant]

Dated: 2074/_____



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]*, *[2074]*, between, on the one hand, *[Water and Energy Commission Secretariat, Government of Nepal]* (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] "**Not Used"**

Appendix E: Medical Certificate "**Not Used"**

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 and Appendix D

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 Services** 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 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** 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.

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.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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 or 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,

26.1 The Consultant shall keep, and shall make all reasonable



Inspection and Auditing

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:</p> <p>Client : Water and Energy Commission Secretariat, Singha Durbar, Kathmandu Attention : The Secretary Facsimile : 01-4211425 E-mail (where permitted): wecs@mos.com.np</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ 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:</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 30 days.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be : 15 days 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: After 18 months from the date of signing of the contract.</p>



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 "in accordance with the applicable law of Government of Nepal"</p>



<p>39.1</p>	<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 reimbursed by the Client to the Consultant.</p>
<p>42.2</p>	<p>The payment schedule:</p> <p>1st Installment: 25 (Twenty five) percent of the total contract amount-NRs.....(excluding VAT) shall be paid upon submission of 5 (Five) hard copies of Inception Report with a soft copy in editable file saved in CD and approval of the report. The Inception Report shall be submitted within one month from the effectiveness of the Contract.</p> <p>2nd Installment: 30(Thirty Five) percent of the total contract amount-NRs.....(excluding VAT) shall be paid upon submission of 5 (Five) hard copies of Interim Report with a soft copy in editable file saved in CD and approval of the report. The Interim Report shall be submitted within 8(Eight) months after approval of the inception report.</p> <p>3rd Installment: 25 (Twenty five) percent of the total contract amount-NRs.....(excluding VAT) shall be paid upon submission of 7 (Seven) hard copies of Draft Final Report with Preliminary Guidelines with a soft copy in editable file saved in CD and approval of the report. The Draft Final Report shall be submitted within 8(Eight) months after approval of the interim report.</p> <p>4th Installment: 20 (Twenty) percent of the total contract amount-NRs.....(excluding VAT) shall be paid upon submission of 10 (Ten) hard copies of Final Report and 30 (Thirty) hard copies of Guidelines with a soft copy in editable file saved in CD and approval of the report and guidelines. The Final Report and Final Guidelines shall be submitted within 8(Eight) months after approval of the Draft Final Report with Preliminary Guidelines.</p> <p>Payment shall be made within 45(forty five) days of receipt of the invoice and the relevant documents specified in Clause 42.2, and within 60(Sixty) days in the case of final payment.</p>
<p>42.2.1</p>	<p>No any advance payment will be made.</p>



42.2.4	The accounts are: Details will be provided by the Consultant within 30 days from the effective date of the Contract.
43.1	The proportion of payments retained is: <i>5 % of the invoice amount.</i>
44.1	The interest rate is: Not Applicable
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.	(a) Contracts with foreign consultants: Not Applicable
	(b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act,2055



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}

APPENDIX D: NOT USED

APPENDIX E – MEDICAL CERTIFICATE [NOT USED]

APPENDIX F –MINUTES OF NEGOTIATION MEETINGS