Government of Nepal
Ministry of Energy, Water Resources and Irrigation
Alternative Energy Promotion Centre (AEPC)
Central Renewable Energy Fund (CREF)

REQUEST FOR PROPOSALS

Contract Identification Number: AEPC/CREF/RFP/2026/27-01

Selection of Consultant (Firm) for:

Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, and 17th July 2025-16th July 2026)

Office Name : Alternative Energy Promotion Centre (AEPC)
Central Renewable Energy Fund (CREF)

Project Name : NA
Office Address : Okharbot Marg, Baneshwor, Kathmandu, Nepal

Issued on: 6th November 2026

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PART I

Section 1. Letter of Invitation

Date: **6th November 2026**
Alternative Energy Promotion Center (AEPC)
Central Renewable Energy Fund (CREF)
Okharbot Marg, Baneshwor, Kathmandu, Nepal

Dear Eligible Consultants,

1. The Government of Nepal (GON) and a number of External Development Partners supported the Rural and Renewable Energy sector in Nepal for many years.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, and 17th July 2025-16th July 2026)**

   More details on the Services are provided in the **Terms of Reference (Section - 7).**
3. This Request for Proposals (RFP) has been addressed to all the eligible consulting firms.
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP.
6. The RFP includes the following documents:
   - Section 1 - Letter of Invitation
   - Section 2 - Instructions to Consultants and Data Sheet
   - Section 3 - Technical Proposal - Standard Forms
   - Section 4 - Financial Proposal - Standard Forms
   - Section 5 – Eligible Countries
   - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
   - Section 7 - Terms of Reference
   - Section 8 - Standard Forms of Contract
7. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.
8. The Eligible Consultants may obtain further information from the office of **AEPC/CREF** Okharbot Marg, Baneshwor, Kathmandu or can inspect and download the Request for Proposal Document from website **www.aepc.gov.np.**

Yours sincerely,

Mr. Manu Binod Aryal
Head of CREF Secretariate

Published Notice

Alternative Energy Promotion Centre
Central Renewable Energy Fund

Okharbot Marg, Baneshwor, Kathmandu, Nepal
Tel: **+977-1-5244305**, Email: **info@aepc.gov.np**
Website: **www.aepc.gov.np**

REQUEST FOR PROPOSALS

Contract Identification Number: **AEPC/CREF/RFP/2026/27-01**
Date of Notice Publication: **6 November 2026**

The **Central Renewable Energy Fund (CREF)** has been established and is operated in accordance with the Central Renewable Energy Fund's Operation Manual, 2078. The Secretariat serves as the principal financing mechanism for renewable energy programs implemented through the **Alternative Energy Promotion Centre (AEPC)**, Handling Bank, Partner Banks and other implementing entities. The **AEPC/CREF** hereby **Requests for Proposal (RFP)** from eligible Consulting Firms/Institutions for the task **"Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83".**

- The proposal must contain **Technical** and **Financial** proposals sealed in **Separate Envelopes**. Both the sealed proposals must be sealed in another single envelope mentioning the **Title** of the task and **RFP Number**.
- Detailed RFP Document for the task can be downloaded from the **website: www.aepc.gov.np** or can be obtained from the office of **AEPC/CREF, Okharbot Marg, Baneshwor, Kathmandu.**
- The proposal (in Hard Copy) must be delivered manually (mail/hand/courier) to the office of **CREF Secretariat, Okharbot Marg, Baneshwor, Kathmandu** by **14:00 hour's local time** on or before **27 November 2026.**
- Received Technical Proposal shall be opened in the presence of Proponents' representatives who choose to attend at **14:30 P.M. on 27 November 2026** at the office of **AEPC/CREF, Okharbot Marg, Baneshwor, Kathmandu**.
- The method of selection will be Quality and Cost Based Selection **(QCBS)**, **80:20** weightage for Technical and Financial proposals respectively.
- Proposals must be valid for a period of 90 days, counting from the day of Technical Proposal opening.
- **AEPC/CREF** reserves the right to accept or reject, wholly or partly any or all the proposals without assigning any reason, whatsoever.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	(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). "Client" means the *[procuring entity/*implementing/ executing agency] that signs the Contract for the Services with the selected Consultant. (d). "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (e). "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). (f). "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. (g). "Day" means a calendar day. (h). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet. (i). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (j). "Government" means the government of the Nepal. (k). "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. (l). "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. (m). "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. (n). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (o). "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). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (q). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants, based on the SRFP.

	(r). "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. (s). "Services" means the work to be performed by the Consultant pursuant to the Contract. (t). "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. (u). "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.
2. Introduction	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**. 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. 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. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
3. Conflict of Interest **1.**	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 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. 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:
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) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be **Specified in Data sheet.** 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 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**. 6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.

b. Prohibitions	6.3.3 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language **as stated in the Data Sheet**
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). 10.3 The consultant is solely responsible for the authenticity of the submitted documents.
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 done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 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.
b. Substitution of Key Experts at Validity Extension	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. 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.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the part of the Services unless otherwise indicated in the **Data Sheet**.
13. Clarification and Amendment of RFP	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: 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. 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. However, the time available to submit Proposals shall not be less than five (5) days since amendment in the RFP. 13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted

	Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. 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. 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.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 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.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the **Data Sheet**.
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the **Data Sheet**.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	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 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	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. 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. 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.

	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. 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. 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]**." 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**." 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]".** 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal. 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.
18. Confidentiality	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. 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. 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.
19. Opening of Technical Proposals	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. 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**.
20. Proposals Evaluation	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. 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.
21. Evaluation of Technical Proposals	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**. 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.
22. Financial Proposals for QBS	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. 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.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed *and the DP has issued its no objection (if applicable)*, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 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. These Financial Proposals shall be then opened, and the following information will be recorded: (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
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	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. 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**.
26. Conversion to Single Currency	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**.
27. Combined Quality and Cost Evaluation	
a. **Quality- and Cost-Based Selection (QCBS)**	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. **Fixed-Budget Selection (FBS)**	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
c. **Least-Cost**	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant

Selection (LCS)	with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	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. 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. 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.
29. Conclusion of Negotiations	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. 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.
30. Award of Contract	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. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC, then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. The successful Consultant shall furnish a Performance Security in an amount equal to five percent (5%) of the Quoted Amount (without VAT but including PS). 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. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
31. Request for Information/ Complaints	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 Public Procurement Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application. In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Public Procurement Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application. 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. 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.

	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 Public Procurement Review Committee within 7 days. 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 Public Procurement review committee. 31.6 If the Employer does not execute the decision of Public Procurement Review Committee the bidder shall file an application to the Public Procurement Review Committee of the GoN.
32. Conduct of Consultants	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. 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: 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
33. Blacklisting	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: 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. 31.2 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. The list of debarred firms is available at the electronic address specified in the **Data Sheet**.

Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: **NA**
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	**Name of the Client: AEPC/CREF** **Method of selection**: **Quality and Cost Based Selection *(*QCBS)** **(Technical 80: Financial 20)**
2.2	**Financial Proposal to be submitted together with Technical Proposal**: **Yes** **The name of the assignment is: Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, and 17th July 2025-16th July 2026)**
2.3	**A pre-proposal conference will be held**: No
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** -Lump Sum payment as per agreement -Facilitation to carry out the assigned task successfully -Subsidy Policy and Delivery Mechanism (www.aepc.gov.np) -CREF mechanism (www.aepc.gov.np) - Information related to the Project - For other, please refer to Section 7, ToR
4.1	Open competition among all eligible national consultants. Consultant Selection will be National Competitive Selection procedure. Foreign consultants are eligible to participate only after Joint Venture (JV) agreement with eligible and qualified consultancy firm of Nepal.
6.2	Maximum number of partners in JV shall be**: 3 (three).**
6.3.1	**A list of debarred firms and individuals is available at the following website www.ppmo.gov.np, https://blacklist.ppmo.gov.np**
B. Preparation of Proposals	
10.1	**The Proposal shall comprise the following**: **1st Inner Envelope with the Technical Proposal:**

<table>
<tr><td></td><td>
(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
AND
2nd Inner Envelope with the Financial Proposal (if applicable):
(1) FIN-1
(2) FIN-2
(3) FIN-3
(4) FIN-4
Proof of Legal Status and Eligibility establish Consultant's legal capacity eligibility to enter into binding and enforceable contracts which is supported by the following documents:
<table>
<tr><th>S.N.</th><th>Documents</th></tr>
<tr><td>A</td><td>A Copy of Company/Consultancy/Audit Firm Registration Certificate with updated renewed including license from concerned authority of Nepal.
Note: Non-Government Organization (NGO) and INGO are not eligible for submission of Proposal.</td></tr>
<tr><td>B</td><td>A Copy of VAT Registration Certificate</td></tr>
<tr><td>C</td><td>A Copy of Tax Clearance Certificate or Evidence of Income Tax Return or Evidence of Time Extension for Income Tax Return for the Fiscal Year 2082/83</td></tr>
<tr><td>D</td><td>JV Agreement, in case of JV Submission</td></tr>
<tr><td>E</td><td>Power of Attorney (Authority to prepare and Signature on the proposal)</td></tr>
<tr><td>F</td><td>Separate Sealed Technical Proposal (As per given format)</td></tr>
<tr><td>G</td><td>Separate Sealed Financial proposal including VAT (As per given format)</td></tr>
<tr><td>H</td><td>Signed CV of the proposed Human Resources for the task (If human resources proposed for this task are engaged in other tasks in the same implementing duration, such human resources will be excluded in the evaluation)</td></tr>
</table>
</td></tr>
<tr><td>11.1</td><td>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</td></tr>
<tr><td>12.1</td><td>Proposals must remain valid for 90 days from the date of proposal submission deadline</td></tr>
<tr><td>12.9</td><td>Sub-contracting is allowed for the proposed assignment: No</td></tr>
<tr><td>13.1</td><td>Clarifications may be requested no later than 5 (Five) days prior to the submission deadline.
The contact information for requesting clarifications is:
The address for requesting clarifications is:
Mr. Manu Binod Aryal, AEPC/CREF, Head of Secretariate
Email: info@cref.gov.np</td></tr>
</table>

<table>
<tr><td>14.1.1</td><td>Eligible Consultants may associate with other eligible Consultants: Yes</td></tr>
<tr><td>14.1.2</td><td>The estimated number of professionals required for the task in person day is:
<table>
<tr><th>SN</th><th>Task</th><th>Estimated Person Days</th></tr>
<tr><td>1.</td><td>Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83</td><td>288</td></tr>
</table></td></tr>
<tr><td>14.1.3</td><td>Not applicable</td></tr>
<tr><td>14.1.4 and 27.2</td><td>The total available budget for this Fixed-Budget assignment is: Not applicable
(Applicable for Fixed Budget method only)</td></tr>
<tr><td>16.1</td><td>No additional cost will be provided beyond the agreement. All proposed following cost needs to be included on the financial proposal excluding and including VAT:
(1) Remuneration of consultant, per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;
(2) cost of travel by the most appropriate means of transport and the most direct practicable route;
(3) cost of office accommodation, including overheads and back-stop support;
(4) communications costs;
(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;
(6) cost of reports production (including printing) and delivering to the Client;
(7) cost of professional liability insurance;
(7) other allowances and expenses where applicable</td></tr>
<tr><td>16.2</td><td>A price adjustment provision applies to remuneration rates: No</td></tr>
<tr><td>16.3</td><td>Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np</td></tr>
<tr><td>16.4</td><td>The Financial Proposal shall be stated in the following currencies:
a. For National level proposals: Consultant shall express the price for their Services in Nepalese Rupees.
b. For International level proposals: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.
The Financial Proposal should state local costs in Nepalese Rupees</td></tr>
<tr><td colspan="2">C. Submission, Opening and Evaluation</td></tr>
<tr><td>17.1</td><td>The Consultants "shall not" have the option of submitting the Proposal electronically.</td></tr>
<tr><td>17.5</td><td>The Consultant must submit:
(a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.</td></tr>
</table>

<table>
<tr><td>17.8</td><td>The Proposals must be received at the address below no later than:
Date: 27th November 2026 Time: 2:00 P.M.
The Proposal submission address is: AEPC/CREF, Okharbot Marg, Baneshwor, Kathmandu, Nepal</td></tr>
<tr><td>19.1</td><td>An online option of the opening of the Technical Proposals is offered: No
The Technical Proposal opening shall take place at: Same as the Proposal submission address:
Date: Same as the submission deadline indicated in 17.8. Time: 2:30 P.M.</td></tr>
<tr><td>19.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals:
a) Name of address of participating proponents
b) Technical Proposal is sealed or not
c) Separate sealed financial proposal is submitted or not
d) JV agreement is submitted or not (in case of JV proposal)
e) Whether the technical proposal bears the signature of the proponent or its agent or not
f) Where any matter or content of the technical proposal is corrected or overwritten, whether such correction or overwriting has been initialed by the proponent or its agent or not.
Please note that the submitted proposal will not be transferred to other proponents. Mentioned information will be read out and recorded in the opening minute (Muchulka). Prepared minute will be signed by representative of proponents and client.</td></tr>
<tr><td>21.1</td><td>The evaluation criteria, sub-criteria, and point system for the evaluation are:
<table>
<tr><th>S.N.</th><th>Evaluation Criteria</th><th>Points</th></tr>
<tr><td>1</td><td>General experience and specific experience of the consultants (Firms) related to the assignment:</td><td>15</td></tr>
<tr><td>a.</td><td>General Experience of Firm</td><td>5</td></tr>
<tr><td>b.</td><td>Experience with audit of public sector, multi donor funded projects, financial institutions</td><td>5</td></tr>
<tr><td>c.</td><td>Experience of financial advisory and physical verification of application /forms in large volume to multi- development partner and government Programme.</td><td>5</td></tr>
<tr><td>2</td><td>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td><td>25</td></tr>
<tr><td>a.</td><td>Realistic methodology to carry out the task</td><td>10</td></tr>
<tr><td>b.</td><td>Innovative approaches to execute the task</td><td>5</td></tr>
<tr><td>c.</td><td>Practical Manning and Work schedule</td><td>5</td></tr>
<tr><td>d.</td><td>Overall structural quality of the proposal</td><td>5</td></tr>
<tr><td>3</td><td>Qualifications and competence of the key staff for the Assignment</td><td>55</td></tr>
<tr><td>a.</td><td>General Qualification of the proposed key staff as per ToR</td><td>25</td></tr>
<tr><td>b.</td><td>Additional Qualification of the proposed key staff</td><td>5</td></tr>
<tr><td>c.</td><td>Adequacy of experience of the proposed key staff in similar task</td><td>25</td></tr>
<tr><td>4</td><td>Suitability of the transfer of knowledge program (training)</td><td>5</td></tr>
<tr><td>a.</td><td>General Training conducted</td><td>1</td></tr>
</table></td></tr>
</table>

	b. Specific Training Conducted Related to proposed Task — 2 c. Future Plan for training and knowledge transfer for the project — 2 **Total Points — 100** **The Minimum Technical Score Required 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: Nepalese Rupees** **The official source of the selling (exchange) rate is**: www.nrb.org.np **The date of the exchange rate is:** 30 days prior to the deadline for submission of proposals.
27.1 [a. QCBS only]	**T The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** 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. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 80% and **P** = 20% 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%.
	D. Negotiations and Award
28.1	**Expected date and address for contract negotiations:** **Date**: **First Week of January 2027** or after completion of evaluation (will be informed formally, if required) **Address: Okharbot Marg, Baneshwor, Kathmandu, Nepal**
30.4	**Expected date for the commencement of the Services:** **Date**: **First Week of January 2027 at**: AEPC/CREF Office and concerned sites
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of **Nepalese Rupees 5,000.00**
33.2	**A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np**

Section 3. Technical Proposal – Standard Forms

{*Notes to Consultant* shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL 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 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.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Consultant/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services
Proposal
National level :NRs
International Level: (in Current US$):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, If Any:</td><td>No. of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project :(Actual assignment, nature of activities performed and location)</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____



FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

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

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
KEY EXPERTS														
International														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	*[Home]*	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-	e.g., Mr.													

2	Xxxyyy, USA, 20.04.1969}														
K-3															
National															
n															
										Subtotal					
NON-KEY															
N-1			[*Home*] [*Field*]												
N-2															
n															
										Subtotal					
										Total					

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. 3"Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

Full time input
Part time input

FORM TECH-7

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	*Insert name of firm proposing the expert*
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. Bbbbbb, 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)	

Experts 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.



(vii) I declare that Corruption Case is not filed against me.

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, Provisional Sums



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: _____

{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

SN	Particulars for one year	Quantity	Unit	Rate (NPR)	For One Year	For Three Years	Remarks
					Amount (NPR)	Total Amount (NPR)	
A	**Remuneration of Experts/Member**						
1	Team Leader		Person Days				FCA with 10 years
2	Deputy Team Leader		Person Days				CA with three years of experience
3	Audit Team Member		Person days				Bachelor degree in accounting/finance/semi qualified CA
	Sub Total (A)						
B	**Other Expenses: Report, printing, transportation, Communication etc.**	**LS**					
4	**Total (A+B)**						
5	**Less: Discount ……...of 4**						
6	**Taxable Amount of (4-5)**						
7	**Value Added Tax (13% of 6)**						
	Total Amount Including VAT (Estimated Cost) (6+7) in Figure (NRs)						

(Note: Proponent may propose their financial proposal as per requirement based on submitted technical proposal)

FORM FIN-3 BREAKDOWN OF REMUNERATION [1]

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to ` Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name / Position (as in TECH-6)	Nationality / Firm	Currency	Person-month Remuneration Rate (Home) / Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Home) / Time Input in Person/Month (from TECH-6) (Field)	{*Currency 1- as in FIN-2*}	{*Currency 2- as in FIN-2*}		{*Currency 3- as in FIN-2*}	{*Local Currency- as in FIN-2*}
	KEY EXPERTS (International)[2]									
1.										
2.										
	Sub-Total Costs									
	KEY EXPERTS (National)									
1.										
2.										
	Sub-Total Costs									
	Total Costs: Key Experts (International and National)									
	NON-KEY EXPERTS/SUPPORT STAFF									
1.										
2.										
	Total Costs: Non-Key Experts/Support Staff									
	TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF									

CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

[1] In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

[2] As identified in the Summary and Personnel Evaluation Sheet.



(EXPANDED FORM TO FIN-3 – QBS)

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

Personnel		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Name	*Position*	*Basic Remuneration Rate per Working Month/Day/Year*	*Social Charges*[1]	*Overhead*[1]	*Subtotal*	*Profit*[2]	*Away from Home Office Allowance*	*Proposed Fixed Rate per Working Month/Day/Hour*	*Proposed Fixed Rate per Working Month/Day/Hour*[1]
Home Office									
Client's Country									

* *If more than one currency is used, use additional table(s), one for each currency*

1. *Expressed as percentage of 1*
2. *Expressed as percentage of 4*

Sample Form

Consultant: *Country:*
Assignment: *Date:*

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative *Date*

Name: _____

Title: _____



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	**Quantity**	**Unit**	**Currency**	**Unit Price**	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
Reimbursable Expenses								
{e.g., Per diem allowances}	*{Day}*							
{e.g., International flights}	*{RT}*							
{e.g., In/out airport	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

* Provisional Sums must be expressed in the currency indicated in the data sheet.

Section 5. Eligible Countries: "Nepal";

Section 6. Corrupt and Fraudulent Practices

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

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

a. defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
   (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
   (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
   (iv)"obstructive practice" means:
      (aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.

b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;

d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

Section 7. Terms of Reference

For

Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Year 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, and 17th July 2025-16th July 2026)

TASK TITLE	Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for Fiscal Years 2080/81, 2081/82 and 2082/83
NUMBER OF SPECIALIST	A team leader, one deputy team leader and three audit team members
AGENCY/PROJECT NAME	Alternative Energy Promotion Center/Central Renewable Energy Fund
COUNTRY OF ASSIGNMENT	Nepal

1. Background

The Central Renewable Energy Fund (CREF) has been established and is operated in accordance with the Central Renewable Energy Fund's Operation Manual, 2078. The Fund serves as the principal financing mechanism for renewable energy programs implemented through the Alternative Energy Promotion Centre (AEPC), Handling Bank, Partner Banks and other implementing entities.

In accordance with the provisions of the Operation Manual, CREF is required to undergo an independent external review on a periodic basis to ensure transparency, accountability, sound financial management and compliance with applicable laws, regulations, financing agreements and operational procedures.

Accordingly, AEPC/CREF intends to engage a qualified and experienced Chartered Accountant (CA) firm to conduct an Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for the Nepali Fiscal Year (FY) FY 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, and 17th July 2025-16th July 2026). Accordingly, after completion of the reviews for said period, a separate Independent Financial Review Report for each fiscal year shall be delivered by the Chartered Accountant (CA) Firm.

The assignment shall cover the entire financial operations of CREF, including transactions undertaken through AEPC, the Handling Bank, Partner Banks and other bank accounts maintained under CREF.

FINANCIAL REVIEW PERIODS

Fiscal Year	Financial Review Period
FY 2080/81	17th July 2023 to 15th July 2024
FY 2081/82	16th July 2024 to 16th July 2025
FY 2082/83	17th July 2025 to 16th July 2026

A separate Independent Financial Review Report, Fund Accountability Statement (FAS), and Management Letter shall be prepared for each fiscal year.

2. Objectives of the Assignment

Working closely with the CREF Secretariat and AEPC, the Selected Chartered Accountant (CA) Firm will be responsible for carrying out the following activities.

The overall objective of the assignment is to provide an independent opinion on whether:

- The financial transactions of CREF have been properly recorded and accounted for;
- The financial statements and Fund Accountability Statement (FAS) present a true and fair view of the financial position of CREF;
- Funds have been utilized only for their intended purposes in accordance with applicable policies, operational manuals and financing arrangements;
- Adequate internal control systems exist and are functioning effectively; and
- Any weaknesses requiring management attention are identified together with practical recommendations for improvement.

3. Scope of Services

The selected Chartered Accountant (CA) Firm shall conduct the review in accordance with the Nepal Standards on Reviewing (NSA) issued by the Reviewing Standards Board of Nepal and other applicable professional standards.

The scope of the assignment shall include, but not be limited to, the following:

I. Financial Review

The Chartered Accountant (CA) Firm shall:

a. Conduct an Independent Financial Review, Reconciliation and Certification of CREF's Books of Accounts for the period: Fiscal Year 2080/81, 2081/82 and 2082/83 (17th July 2023-15th July 2024, 16th July 2024-16th July 2025, 17th July 2025-16th July 2026).

b. Examine whether accounting records have been properly maintained in accordance with the accounting policies adopted by CREF.

c. Verify that all financial transactions have been authorized, recorded accurately and supported by adequate documentary evidence.

d. Assess whether subsidy payment made by Handling Bank (NMB Bank) is in accordance with applicable laws, regulations, agreements and operational manuals
e. Verify the completeness, accuracy and reliability of accounting records maintained by AEPC/CREF and all records relating to CREF maintained by the Handling Bank.
f. Verify financial transactions carried out through all bank accounts maintained under CREF, irrespective of the financial institution where such accounts are maintained.
g. Review bank reconciliations, cash balances (if any), deposits and withdrawals and verify their accuracy.
h. Verify interest income and other miscellaneous income received from various sources.
i. Review the accounting treatment of advances, receivables, payables, recoveries and adjustments.
j. Verify supporting documentation for all material financial transactions.
k. Verify technical/financial data maintained within Subsidy Administration Management Software (SAMS) and Nepal Renewal Energy Management Information System (NREMIS) and corresponding accounting records.

II. Review of Internal Controls

The Chartered Accountant (CA) Firm shall assess the adequacy and effectiveness of internal control systems relating to:

- Financial management
- Accounting procedures
- Authorization and approval mechanisms
- Segregation of duties
- Payment processes
- Record keeping
- Reconciliation procedures
- Safeguarding of assets; and
- Compliance with the CREF operation manual and applicable laws and regulations

III. Review of Accounting System

The Chartered Accountant (CA) Firm shall review the accounting system maintained by CREF, including:

- Accounting policies and procedures;
- Chart of accounts
- Financial reporting arrangements

- Utilization of Microsoft Dynamics 365 (Navision) as the accounting software
- Data integrity and completeness of accounting records maintained in the system.

The Chartered Accountant (CA) Firm shall comment on any weaknesses observed and provide practical recommendations for improvement.

IV. Verification of Financial Statements

The Chartered Accountant (CA) Firm shall verify and certify the Fund Accountability Statement (FAS) together with supporting schedules and annexes.

The Fund Accountability Statement shall include, at a minimum:

- Opening Fund Balance
- Receipts during the fiscal year
- Expenditure during the fiscal year
- Closing Fund Balance
- Bank balances
- Cash balances (where applicable)
- Supporting schedules reconciling all balances.

V. Certification of Supporting Statements

The Chartered Accountant (CA) Firm shall certify, at a minimum, the following statements:

a. Vendor Payables: Technology-wise outstanding payable balances to vendors, as applicable.

b. Vendor Receivables: Technology-wise receivable balances from vendors, as applicable.

c. Vendor Advances: Technology-wise advances paid to vendors and advances outstanding, as applicable.

d. Penalties Recoverable: Technology-wise penalties receivable from or payable by vendors, as applicable.

e. Retention payable and receivable, as applicable

f. Fund Source Statement

g. Statement showing fund-wise contribution and utilization segregated by:
    - Government of Nepal
    - Development Partners (a separate schedule is to be prepared for each of the development partners which have channeled funds through CREF)
    - Other funding sources (such as sub-national governments, beneficiaries etc.)

h. Miscellaneous Income: Statement showing miscellaneous income received during the fiscal year from different sources.

i. Bank Reconciliation Statement

- Bank-wise reconciliation of all CREF bank accounts.

j. Outstanding Balances

k. Schedule of:

- Accounts Payable
- Accounts Receivable
- Advances
- Deposits
- Other outstanding balances
- Development Partner-wise financial statements

VI. Coverage Of Bank Accounts

CREF maintains bank accounts with multiple commercial banks. Accordingly, the review shall cover all financial transactions conducted through every bank account operated under CREF, including but not limited to those maintained with:

- Handling Bank;
- Partner Banks; and
- Other commercial banks.

The Chartered Accountant (CA) Firm shall ensure that the Fund Accountability Statement represents the complete financial position of CREF. Although the transaction volume in certain bank accounts may be relatively small, all such accounts shall nevertheless form part of the review scope.

VII. Accounting Basis

CREF maintains its accounts on the Cash Basis of Accounting. The review shall therefore be conducted with due consideration to the accounting policies adopted by CREF.

4. Duration of the Assignment

The Duration of the assignment is for Five (5) months from the date of signing of contract.

The Financial Review Period includes:

- Planning;
- Field Work;
- Review;
- Preparation of draft reports;

- Discussion with management;
- Incorporation of comments; and
- Submission of final reports.

The Selected Chartered Accountant (CA) Firm shall also make available appropriate personnel for responding to clarifications or queries raised after submission of the final report, if required.

5. Mode of Payment

Payment shall be made upon satisfactory completion of the respective review and submission of the required deliverables, against submission of a valid tax invoice. The Selected Chartered Accountant (CA) Firm shall request payment upon completion of the review for each fiscal year. CREF shall pay 30% of the contract amount upon completion of the review for each of FY 2080/81 and FY 2081/82. The remaining of the contract amount shall be paid upon completion of the review for FY 2082/83 and submission of all required final deliverables.

6. Deliverables

The Selected Chartered Accountant (CA) Firm shall submit the following deliverables for each fiscal year, as applicable.

I. Independent Financial Review Report

After completion of review, the Chartered Accountants shall issue Independent Financial Review Report as per applicable standard on reviewing. If the review opinion is modified, the details and the monetary impact, if any, shall be clearly disclosed. The Independent Financial Review Report shall be segregated on fiscal year basis, meaning, a separate Independent Financial Review Report shall be produced for each fiscal year.

II. Fund Accountability Statement

The Chartered Accountant (CA) Firm shall certify the Fund Accountability Statement together with all supporting schedules and annexes. The FAS shall be segregated on fiscal year basis, meaning, a separate FAS shall be produced for each fiscal year.

III. Management Letter

The Chartered Accountant (CA) Firm shall submit a comprehensive Management Letter identifying weaknesses observed during the review. The Management Letter shall include, but not be limited to:

- Deficiencies in internal controls;
- Weaknesses in financial management systems;
- Accounting deficiencies;
- Compliance issues;
- Observations relating to fund management;
- Recommendations for improvement;

- Implementation status of previous review recommendations;
- Management responses;
- Categorization of findings according to risk level:
- High Risk
- Medium Risk
- Low Risk

The draft Management Letter for each FY shall be discussed with AEPC/CREF Management prior to finalization. The Selected Chartered Accountant (CA) Firm shall satisfy the following minimum qualification requirements.

7. Qualification and Experience of Key Human Resource

The proposed assignment team shall include, at a minimum:

Team Leader

- Minimum Fellow Chartered Accountant (FCA)
- Minimum 10 years of post-qualification review experience.
- Extensive experience in leading financial reviews.
- Experience in donor-funded projects, public sector organizations or financial institutions.

Deputy Team Leader

- Minimum Chartered Accountant or Semi-qualified Chartered Accountant.
- Minimum 3 years of relevant review experience.
- Responsible for day-to-day management of the field assignment team and coordination with AEPC/CREF.

Assignment team Members

The Selected Chartered Accountant (CA) Firm shall deploy an adequate number of qualified review staff possessing at least:

- Minimum Semi qualified Chartered Accountants/ACCA or bachelor's degree in accounting, finance, reviewing or related disciplines;
- Experience in financial reviews and compliance reviews;
- Preferably experience in reviewing commercial banks, development projects or public sector entities
- The Selected Chartered Accountant (CA) Firm shall determine the number of review staff required based on its proposed review methodology and the requirements of the assignment.
- Prior experience in carrying out similar assignments will be an added advantage.

8. Key Documents and Input from AEPC/CREF

A. Agreement with NMB Bank Ltd. as Handling Bank of CREF

B. GoN approved CREF's Operation Manual

C. Subsidy Policy and Subsidy Delivery Mechanism

D. Focal Person for supporting the assignment

E. AEPC/CREF shall provide the Chartered Accountant (CA) Firm unrestricted access to accounting records, books of accounts, vouchers, contracts, agreements, invoices, payment records, bank statements, committee minutes, correspondence, electronic accounting records, financial reports and any other documents considered necessary. The Chartered Accountant (CA) Firm shall also have access to handling bank, partner banks, Selected Chartered Accountant (CA) Firms; contractors, suppliers, vendors and any other entities involved in implementation of CREF activities.

PART II

Section 8. Conditions of Contract and Contract Forms

Contents

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

WHEREAS

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

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

(c) the Client has received [*or* has applied for] a loan [*or* grant *or* financing] from the Donor Agency*:* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations*]*; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]

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 Performance Guarantee

Appendix E: Medical Certificate
Appendix F: Minutes of Negotiation Meetings

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
For and on behalf of *[Name of Client]*

_____
[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) "Client" means *[procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.

(d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) "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).

(f) "Day" means a calendar day unless indicated otherwise.

(g) "Development Partner (DP)" means the country/institution funding the project **as specified in the SCC**.

(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 12.

(i) "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.

(j) "Foreign Currency" means any currency other than the currency of the Client's country.

(k) "GCC" means these General Conditions of Contract.

(l) "Government" means the government of Nepal (GoN).

(m) "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.

(n) "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.

(o) "Local Currency" means the currency of Nepal (NPR).

(p) 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.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(t) "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.

(u) "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. Prosecution under prevailing laws	10.3 The consultant shall be prosecuted for offenses under prevailing criminal laws, if the contractor: (i) Misuses the Advance Payment or payments received from the Employer; (ii) Receives payment by submitting false information or documents; (iii) Abandons the consulting services before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Employer.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Performance Security	11.1 The Performance Security, as per ITB 30.2 shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the Consultant's Contractual Liability. 11.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. 11.3. The Performance security shall be forfeited;, a) 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 consulting services is not of the specified quality as per the contract,

b) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.

c) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,

d) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

12. Effectiveness of Contract

12.1 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.

13. Termination of Contract for Failure to Become Effective

13.1 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.

14. Commencement of Services

14.1. 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**.

15. Expiration of Contract

15.1. Unless terminated earlier pursuant to Clause GCC 20 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.

16. Entire Agreement

16.1 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.

17. Modifications or Variations

17.1 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.

18. Force Majeure

a. Definition

18.1. 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.

18.2. 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.

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

b. No Breach of Contract

18.4 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

18.5. 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.

18.6. 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.

18.7. 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.

18A. Extension of Time (EoT)

18A.1 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.

18A.2. 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.

18A.3. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 21 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.

19. Suspension

19.1 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.

20. Termination

20. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

20.1.1 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 19 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 49.1;

(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) Notwithstanding the above, the Employer may terminate the Contract for convenience.

(f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

20.1.2 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

20.1.3 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 49.1 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 49.1.

(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

20.1.4 Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, 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 24, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 27, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

20.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20a or GCC 20b, 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 29 or GCC 30.

e. Payment upon Termination

20.1.6 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 20.1.1, 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.

20.1.7 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Consultant, the Client may:

(a) withhold further payments to the Consultant until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or

(b) recover from the Consultant any losses and damages incurred by the Employer and additional costs of completing the consulting services, after allowing for any sum due to the Consultant, as Government dues. After recovering any such losses and damages and extra costs, the Client shall pay any balance to the Consultant.

(c) forfeit the Performance Security.

If the total amount due to the Client exceeds any payment due to the Consultant, the difference shall be a debt payable to the Employer.

C. OBLIGATIONS OF THE CONSULTANT

21. General

a. Standard of Performance

21.1 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.

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

21.3 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.

21.4 After approval by the client, the consultant shall enter into a written agreement with the subconsultants, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the contract.

21.5 The consultant shall provide the Client with details of the payments made to the subconsultants, equipment suppliers, service providers, or other persons or entities engages under GCC Clause 21.3.

21.6 If the consultant is found not to have made payment to the subconsultants, equipment suppliers, service providers, or other persons or entities engaged in accordance with the terms of the agreement, the Client may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the consultant, retention money, or forfeited performance security.

b. Law Applicable to Services

21.7 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.

21.8 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.

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

22. Conflict of Interests

22.1 The Consultant shall hold the Client's interest's 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 Commission, Discounts, etc.

22.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 40 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 22.1.3, 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.

22.1.2 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

22.1.3 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

22.1.4 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

22.1.5 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.

23. Conduct of Consultants

23.1 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.

23.2 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

24. Confidentiality

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

25. Liability of the Consultant

25.1 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.

26. Insurance to be Taken out by the Consultant

26.1 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 14.

26.2 The Consultant shall take out and maintain professional liability

insurance within 30 days of signing of the contract agreement.

26.3 The insurance shall cover the professional risks and liabilities arising from any error, omission, deficiency, negligence, or breach of professional liability committed while providing professional services such as study, survey, research, testing, design, calculation, drawing, specification, report preparation, supervision, certification or recommendation, or while carrying out works relating to the demolition, improvement, or reconstruction of an affected structure or any part thereof, or while providing any other professional services.

27. Accounting, Inspection and Auditing

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

27.2. 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 GCC 27.2 constitute a prohibited practice subject to contract termination.

28. 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.

29. Proprietary Rights of the Client in Reports and Records

29.1 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.

29.2 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**.

30. Equipment, Vehicles and Materials

30.1 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.

30.2 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

31. Description of Key Experts

31.1 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.**

32. Replacement of Key Experts

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

32.2 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.

33. Removal of Experts or Sub-consultants

33.1 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 of 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.

33.2 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.

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

33.4 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

34. Assistance and Exemptions

34.1 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**.

35. Access to Project Site

35.1 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.

36. Change in the Applicable Law

36.1 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

Related 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 40.1.
37. Services, Facilities and Property of the Client	37.1 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.**
38. Counterpart Personnel	38.1 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**. 38.2 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 40.2 38.3 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.
39. Payment Obligation	39.1 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
40. Contract Price	40.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**. 40.2 Any change to the Contract price specified in Clause 40.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 17 and have amended in writing the Terms of Reference in **Appendix A**.
41. Taxes and Duties	41.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
42. Currency of Payment	42.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC.**
43. Mode of Billing and Payment	43.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 40.1.

1.

43.2 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**.

43.2.1 *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** in a separate bank account maintained for the contract. 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.

The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of the intended completion date.

The consultant shall submit the list of activities for which the Advance Payment for mobilization is to be used along with their time schedules.

If the advance provided under this clause is not repaid due to non-performance of the works under the contract, by the consultant within the time period specified in the Contract, the client shall recover the advance by enforcing the bank guarantee as provided under this clause, and shall also recover interest on the advance amount from the consultant at a rate **stated in SCC.**

43.2.2 *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.

43.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report 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.

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

43.2.5 With the exception of the final payment under 43.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

44. Retention

44.1. 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.

44.2. 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 43.2.3 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.

45. Interest on Delayed Payments

45.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 43.2.2, 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.

46. Liquidated Damages

46.1. 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

47. Good Faith

47.1 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

48. Amicable Settlement

48.1 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.

48.2 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 49.1 shall apply.

49. Dispute Resolution

49.1 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

50. Blacklisting

50.1 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 23.2,
b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 30.3,
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.

50.2 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.

51. Social Security Fund

51.1 The consultant shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws.

51.2 The consultant shall be responsible for disbursing the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual.

51.3 The consultant shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.

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	**The addresses are:** Client: **AEPC/CREF** Attention: **Manu Binod Aryal** E-mail (where permitted): **info@cref.gov.np**
8.1	[**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. **The Lead Member on behalf of the JV is** _____ _____ [insert name of the member]
9.1	**The Authorized Representatives are:** **For the Client: Manu Binod Aryal** **For the Consultant:** [name, title]_____
11.1	The Performance Security amount is: NRs. …….. **(Five percent (5%) of the Contract Amount**
13.1	**Termination of Contract for Failure to Become Effective: 15 Days from the date of Contract.**
14.1	**Commencement of Services:** **The number of days shall be: 15 (Fifteen) 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.
15.1	**Expiration of Contract:** **The time period shall be: Five Months from the date of signing the contract.**
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 22.1.3

25.1	**No additional provisions.**
26.1	**The insurance coverage against the risks shall be** **Professional liability insurance, with a minimum coverage of** _____ [insert amount equal to the total Contract amount]; and for duration _____[insert date up to which the insurance shall be valid]; **NOTE: The duration shall not be less than;** 1. The contractual liability period 2. The end of implementation of consulting service All types of risks related to the assignment need to be managed by the selected consultant without any liability of the client.
29.1	Any exceptions to proprietary rights provision: Not Applicable
29.2	Any restriction on the future: Not Applicable
34.1 (a) through (f)	[**Note**: List here any changes or additions to Clause GCC 34.1. If there are no such changes or additions, delete this Clause SCC 34.1.]
34.1(g)	Related information and budget as per agreement.
40.1	**The Contract price is: NRs. …….. inclusive of Value Added Tax (VAT).**
41.1	**Currency of payment: Nepalese Rupees**
42.2	**The payment schedule:** As specified in the Terms of Reference (ToR)
42.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: **NA**
42.2	**The account is: Bank account of AEPC/CREF in NPR**
43.1	The proportion of payments retained is: **Not Applicable**
44.1	**The interest rate is**: **5% p.a.**
45.1	The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.1	Arbitration shall be conducted in accordance with Nepal Arbitration Act. The place of Arbitration shall be **Kathmandu Valley.**

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.}

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

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

*(Expressed in [insert name of currency])**

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

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* *If more than one currency, add a table*

Signature _____ *Date* _____

Name and Title: _____

APPENDIX D - FORM OF PERFORMANCE GUARANTEE

[See Clause GCC 11.1]

Performance Security

(On letterhead paper of the Bank)

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

Beneficiary: **.....*[insert Name and Address of Employer***]…….....
Date: .....

Performance Guarantee No.:…….

We have been informed that ... ... ***[insert name of the Consultant, which in the case of a joint venture shall be the name of the joint venture]*** (hereinafter called "the Consultant") has been notified by you to sign the Contract No. …….. ***[insert reference number of the Contract]***, for the execution of …….. ***[insert name of contract and brief description of consulting services]*** (hereinafter called "the Contract").

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

……

Seal of Bank and Signature(s)

Note:
All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.*

*** Insert the date thirty days after the date specified for the intended completion period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

APPENDIX E – MEDICAL CERTIFICATE

APPENDIX F –MINUTES OF NEGOTIATION MEETINGS