

REQUEST FOR PROPOSALS

RFP/MAR2014/009 Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme

**Project ID 00081769: Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings and in Industry
Mauritius**



United Nations Development Programme

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Section 1. Letter of Invitation

Date: 05 November 2014

RFP for Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal person for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Keswar Leelah

Operations Manager

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to

prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal for each Lot as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities 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, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no.

15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the

proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time

specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be

rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract

that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

Table 1: Data Sheet

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings and in Industry
2		Title of Services/Work:	Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme. This will be implemented in two Lots as follows: Lot 1 - Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management; and, Lot 2 - Consultancy services to develop an Energy Efficiency Building Code Compliance Scheme
3		Country / Region of Work Location:	Mauritius
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Allowed Bidders can submit offers for one or both Lots. All the requirements must be included in the offer for each Lot. Bids containing partial lots will be considered incomplete and will not be accepted.
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered

7	C.22	A pre-proposal conference will be held on:	<p>Time: 13 00 hours local time Date: 24 November 2014 Venue: <u>UNDP Mauritius and Seychelles Country Office</u> <u>6th Floor, Anglo Mauritius House</u> <u>Intendance Street</u> <u>P.O Box 253</u> <u>Port Louis</u> <u>Mauritius</u></p> <p>The focal person for the arrangement is: <u>Ms. Liladhur Sewtohul, Project Manager</u> Address: <u>Energy Efficiency Management Office,</u> <u>Ministry of Energy and Public Utilities,</u> <u>8th Floor, C & R Court,</u> <u>49A, Labourdonnais Street,</u> <u>Port Louis,</u> <u>Mauritius</u></p> <p>Telephone: <u>+230 210 7143</u> Facsimile: <u>+230 210 6978</u> E-mail: liladhur.sewtohul@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	Not Required
10	B.9.5	Acceptable forms of Proposal Security ¹	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<u>N/A</u>
12		Advanced Payment upon signing of contract	N/A
13		Liquidated Damages	Will not be imposed
14	F.37	Performance Security	Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<p>United States Dollars (US\$)</p> <p><i>Reference date for determining UN Operational Exchange</i></p>

¹ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

			<i>Rate : <u>12 December 2014</u></i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	<u>28 November 2014</u>
17	B.10.1	Contact Details for submitting clarifications/questions ²	<p>Focal Person: <u>Nishi Sewurn, Procurement Assistant</u> Address: <u>UNDP Office</u> <u>6th Floor Anglo-Mauritius Hosue</u> <u>Intendance Street</u> <u>Port Louis</u> <u>Mauritius</u> Fax No. : <u>(+230) 212 3726</u> E-mail address dedicated for this purpose: nishi.sewurn@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Direct communication to prospective Proposers by email or fax, and Posting on the website³ UN HQ http://procurement-notice.undp.org/ CO Website www.mu.undp.org UN GM www.ungm.org Development Business www.devbusiness.com</p>
19	D.23.3	No. of copies of Proposal that must be submitted	<p>Original : One (1) Copies : Three (3) Proposals should be submitted in soft copy in file sizes not exceeding 5 MB. Two CDs for Technical Proposals and two CDs for Financial Proposals in their separate sealed envelopes. The CDs shall be clearly labelled with the name of project, title of Consultancy services, and name of bidder. Financial Proposal and the Technical Proposal Envelopes must be completely separate and each of them must be submitted sealed individually . Each envelope should be clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate and indicate clearly the name of the Proposer. Additionally, each envelop should be clearly marked RFP/MAR2014/009 Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management and to develop an Energy Efficiency Building</p>

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

³ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			Code Compliance Scheme – Lot 1 or/and Lot 2.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Mauritius and Seychelles Country Office 6th Floor, Anglo Mauritius House Intendance Street P.O Box 253 Port Louis Mauritius Attention: The Head of Procurement Unit
21	C.21 D.24	Deadline of Submission	Date : <u>12 December 2014</u> Time : <u>16 00 hours local time</u>
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1	Date, time and venue for opening of Proposals	Date : <u>15 December 2014</u> Time : <u>10 00 hrs Local Time</u> Venue : <u>UNDP Mauritius and Seychelles Country Office</u> <u>6th Floor, Anglo Mauritius House</u> <u>Intendance Street</u> <u>P.O Box 253</u> <u>Port Louis</u> <u>Mauritius</u>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals for each Lot, respectively, where minimum passing score of technical proposal is 70%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal on behalf of an entity located outside the country ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any

			<ul style="list-style-type: none"> ▪ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation ▪ Patent Registration Certificates, if any of technologies submitted in the Proposal is patented by the Proposer ▪ Audited Financial Statement for the last three years (2011 – 2013) (Income Statement and Balance Sheet) including Auditor's Report ▪ Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past ten (10) years ▪ All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	<ul style="list-style-type: none"> ▪ Bidders to confirm that they are not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council. ▪ All key experts shall provide an original signed letter of availability and association (if they are external to the lead firm) for the duration of the assignment. Note: In the event of their unavailability at execution stage, the Consultant shall be under the obligation to provide a replacement of equal or better calibre at no extra cost to the Client.
28	C.15	Structure of the Technical Proposal <i>(only if different from the provision of Section 12)</i>	
29	C.15.2	Latest Expected date for commencement of Contract	15 January 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	105 person-days for Lot 1 if Option 1 is chosen, 125 person-days for Lot 1 if Option 2 is chosen, and 105 person-days for Lot 2 over a period seven (7) months starting in January 2015 and ending in August 2015
31		UNDP will award the contract to:	<p>One or more bidders, depending on the following factors:</p> <p>Bidders can submit offers to one or both Lots. Each proposed Lot must include all the requirements under this Lot. Partial Lots are not accepted, bids containing partial</p>

			<p>Lots will be considered incomplete.</p> <p>For each Lot, the contract will be awarded according to the Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, where minimum passing score of technical proposal is 70%.</p>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ▪ Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted; ▪ Validation of extent of compliance to the RFP requirements and evaluation criteria, based on findings of the evaluation team; ▪ Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer; ▪ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	Signature of contract
35		Other Information Related to the RFP	<ul style="list-style-type: none"> ▪ The Consultant should be able to deliver the certified training or partner with an organization that is capable to provide same, for the purposes of the assignment, with proof that it can do so from an accredited body. The costs associated to the identification and retention of the Certification Body shall be deemed to be included in the bid price. ▪ In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context. ▪ The total expected input for the assignment shall not exceed 105 person-days for Lot 1 if Option 1 is chosen or 125 person-days for Lot 1 if Option 2 is chosen, and 105 person-days for Lot 2, out of which a minimum of 50% input shall be from the international experts for each Lot.

Table 2: Summary of Technical Proposal Evaluation Forms – Lot 1

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	40%	400
Total			1000

Table 2(a): Expertise of the Firm/Organization – Lot 1

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30
1.2	General Organizational Capability which is likely to affect implementation	
	(1) Financial stability	9
	(2) Type of firm/organisation	
	• loose consortium	7
	• one firm	9
	(3) Age/size of the firm	
	• Less than 5 years	0
	• 5 - 10 years	7
	• More than 10 years	9
	(4) Strength of project management support	9
	(5) Project management controls	9
1.3	Extent to which any work would be subcontracted	10
1.4	Quality assurance procedures, warranty (e.g. ISO certified or Quality Management System in place)	15
1.5	Relevance of:	
	A. Specialised Knowledge	
	(1) Devising Energy Audit systems at national level for non-residential buildings (>500m ²)	8
	(2) Developing Energy Audit Software Tools	8
	(3) Carrying out energy audits as described in ISO 50002	8
	(4) Training, examination and certification of Energy Auditors	8
	(5) Preparation of comprehensive and user friendly manuals	8
	B. Experience of lead firm/organization on Similar Programme / Projects	20
	C. Experience of lead firm/organization on Projects in Small Island Developing States (SIDS)	10
	D. Experience of lead firm/organization on Projects in Mauritius specifically	10
	Work for UNDP/ major multilateral/ or bilateral programmes	20
Total Part 1		200

Table 2(b): Proposed Methodology, Approach and Implementation Plan – Lot 1

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Technical Approach and Methodology	
	• Understanding of the objectives of the assignment	30
	• Interpretation of scope of task in line with the Terms of Reference	30
	• Approach to the services	50
	• Methodology for carrying out the activities and obtaining the expected output/Degree of detail of output	70
	• Details of training, examination and certification programmes for energy auditors	50
	• Software Development	
	Macro-based Excel Software only (Option 1)	30
	or	
	MBEAT and Macro-based Excel Software (Option 2)	70
2.2	Work plan	
	• Clarity in presentation	25
	• Degree of logical and realistic sequence of activities	25
	• Planning for efficient implementation of the project	25
	• Compliance with workplan in the RFP	25
Total Part 2		400

Table 2(c): Management Structure and Key Personnel – Lot 1

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Management Structure	
	(a) Structure and composition of team	40
	(b) Discipline of assignments	40
	(c) Key expert responsible and proposed technical and support bodies/staff	40
	– IT personnel/agency	
	– Partnership with organization to deliver certified training	
3.2	Key professional staff qualifications and suitability for assignment	
A	Key Expert 1 – Energy Audit Expert (Team Leader)	
	(a) General Academic Qualifications	
	• Degree holder	10
	• Masters	20
	• Phd	30
	(b) Certifications	
	• Certified Energy Auditor (obtained from an accredited internationally recognized certification body)	30
	(c) Experience	
	(1) Post degree experience relevant to energy auditing of buildings	
	• Less than 10 years	0
	• 10 - 15 years	20
	• More than 15 years	30

	(2) Experience in carrying out comprehensive energy audits in non-domestic buildings (each of floor area greater than 500m ²) in the last five years	
	• Less than 5 buildings	0
	• 5 - 10 buildings	5
	• More than 10 buildings	10
	(3) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 – 5 years	5
	• More than 5 years	10
	(d) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	20
	(e) Proficiency in English (Mandatory)	15
	(f) Proficiency in French	10
B	Key Expert 2 – Energy Efficiency and Training Expert	
	(a) General Academic Qualifications	
	• Degree holder	10
	• Post Graduate Degree	20
	(b) Certifications	
	• Certified Energy Auditor (obtained from an accredited internationally recognized certification body)	30
	(c) Experience	
	(1) Post degree specific experience in energy efficiency in non-domestic buildings	
	• Less than 7 years	0
	• 7 - 10 years	5
	• More than 10 years	10
	(2) Experience in carrying out comprehensive energy audits in non-domestic buildings (each of floor area greater than 500m ²) in the last five years	
	• Less than 2 buildings	0
	• 2 – 5 buildings	5
	• More than 5 buildings	10
	(3) Experience in delivering training leading to the certification of energy auditors under an internationally recognized scheme	
	• No experience	0
	• 1 - 5 years	5
	• More than 5 years	10
	(4) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 – 5 years	5
	• More than 5 years	10
	(d) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	10
	(e) Proficiency in English (Mandatory)	15
	(f) Proficiency in French	10
Total Part 3		400

*** Notes:**

- Degree Holder means any relevant degree in the field of expertise as defined in the qualification of the Consultancy Team component of Section 2.8 – Terms of Reference.

Table 3: Summary of Technical Proposal Evaluation Forms – Lot 2

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	40%	400
Total			1000

Table 3(a): Expertise of the Firm/Organization – Lot 2

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30
1.2	General Organizational Capability which is likely to affect implementation	
	(1) Financial stability	10
	(2) Type of firm/organisation <ul style="list-style-type: none"> • loose consortium • one firm 	10 15
	(3) Age/size of the firm <ul style="list-style-type: none"> • Less than 5 years • 5 - 10 years • More than 10 years 	0 10 15
	(4) Strength of project management support	15
	(5) Project management controls	15
1.3	Extent to which any work would be subcontracted	15
1.4	Quality assurance procedures, warranty (e.g. ISO certified or Quality Management System in place)	15
1.5	Relevance of:	
	A. Specialised Knowledge	
	(1) Energy Efficiency Building Codes and Energy Efficiency Building Regulations or similar	5
	(2) Energy Efficiency Building Code Compliance Schemes or similar	5
	(3) Training, examination and certification of Energy Compliance Assessors	5
	(4) Providing advice on Architectural specifications to national bodies or similar	5
	(5) Providing advice on Construction methods to national bodies or similar	5
	(6) Expertise in editorial, technical and contractual matters	5
	(7) Preparation of comprehensive and user friendly manuals	5
	B. Experience of lead firm/organization on Similar Programme / Projects	10
	C. Experience of lead firm/organization on Projects in Small Island Developing States (SIDS)	5

	D. Experience of lead firm/organization on Projects in Mauritius specifically	5
	Work for UNDP/ major multilateral/ or bilateral programmes	15
Total Part 1		200

Table 3(b): Proposed Methodology, Approach and Implementation Plan – Lot 2

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Technical Approach and Methodology	
	• Understanding of the objectives of the assignment	40
	• Interpretation of scope of task in line with the Terms of Reference	40
	• Approach to the services	50
	• Methodology for carrying out the activities and obtaining the expected output/Degree of detail of output	70
	• Details of training, examination and certification programmes for energy auditors and energy compliance assessors	50
	• Software Development (Macro-based Excel Software)	50
2.2	Work plan	
	• Clarity in presentation	25
	• Degree of logical and realistic sequence of activities	25
	• Planning for efficient implementation of the project	25
	• Compliance with workplan in the RFP	25
Total Part 2		400

Table 3(c): Management Structure and Key Personnel – Lot 2

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Management Structure	
	(a) Structure and composition of team	40
	(b) Discipline of assignments	30
	(c) Key expert responsible and proposed technical and support bodies/staff <ul style="list-style-type: none"> – IT personnel/agency – Partnership with organization to deliver certified training 	40
3.2	Key professional staff qualifications and suitability for assignment	
A	Key Expert 1 – Energy Efficiency Building Code Compliance Expert (Team Leader)	
	(a) General Academic Qualifications	
	• Degree holder	10
	• Post Graduate Degree	20
	(b) Certifications	
	• Certified LEED or BREEAM or Green Star Assessor (obtained from an accredited internationally recognized certification body)	30
	(c) Experience	
	(1) Post degree experience relevant to energy efficiency and/or application of Energy Efficiency Building Codes	
	• Less than 10 years	0

	• 10- 15 years	20
	• More than 15 years	30
	(2) Experience in the verification of compliance with Energy Efficiency Building Codes	
	• Less than 5 buildings	0
	• 5-10 buildings	2
	• 10 - 15 buildings	5
	• More than 15 buildings	10
	(3) Experience in the design of compliance schemes with energy Efficiency Building Codes	
	• Less than 1 compliance scheme	0
	• 1 - 3 compliance schemes	5
	• More than 3 compliance schemes	10
	(d) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	15
	(e) Proficiency in English (Mandatory)	10
	(f) Proficiency in French	5
B	Key Expert 2 – Expert for drafting Architectural specifications and construction methods	
	(a) General Academic Qualifications	
	• Degree holder	10
	• Post Graduate Degree	15
	(b) Certifications	
	• Certified LEED or BREEAM or Green Star Assessor (obtained from an accredited internationally recognized certification body)	20
	(c) Experience	
	(1) Post degree experience as architect	
	• Less than 7 years	0
	• 7- 10 years	3
	• More than 10 years	5
	(2) Experience in energy efficiency in buildings	
	• Less than 1 year	0
	• 1 - 5 years	3
	• More than 5 years	5
	(3) Experience in working on architectural specifications in building projects in tropical countries	
	• No experience	0
	• 1- 5 projects	3
	• More than 5 projects	5
	(4) Experience in working on construction methods in building projects in tropical countries	
	• No experience	0
	• 1- 5 projects	3
	• More than 5 projects	5
	(5) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 - 5	3
	• More than 5	5
	(d) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	15

	(e) Proficiency in English (Mandatory)	10
	(f) Proficiency in French	5
C	Key Expert 3 – Legal Expert	
	(a) General Academic Qualifications	
	(1) Sworn Barrister-at-Law or Solicitor in Mauritius / able to practice in Mauritius	10
	(2) Post Graduate Degree	15
	(b) Experience	
	(1) Professional experience as Barrister-at-Law or Solicitor in Mauritius	
	• Less than 5 years	0
	• 5 – 10 years	10
	• More than 10 years	15
	(2) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment in terms of drafting of Regulations	
	• None	0
	• 1 - 5	10
	• More than 5	15
	(c) Proficiency in English (Mandatory)	10
	(d) Proficiency in French	5
Total Part 3		400

*** Notes:**

- Degree Holder means any relevant degree in the field of expertise as defined in the qualification of the Consultancy Team component of Section 3.8 – Terms of Reference.
- The legal expert shall mention specifically which Legislations/Regulations they have drafted and been approved by Government of Mauritius.

Section 3: Terms of Reference (TOR) for Consultancy services to assist the EEMO in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme

1. Project Background

Mauritius is heavily reliant on fossil fuels to power its economy. The Government of Mauritius (GoM) has prepared an Action Plan for the Energy Strategy 2011 - 2025 for the energy sector so as to address the sustained increase in energy prices and GHG emissions. The GoM recognizes energy efficiency and energy conservation as proven means to deal with the energy and environmental challenges lying ahead, so as to be able to promote sustainable development.

In line with the strategy of the GoM, the UNDP-supported, GEF-financed project on *'Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings'* is being implemented with the overall goal to sustainably reduce greenhouse gas emissions. This project intends to overcome barriers to energy efficiency and energy conservation in buildings, and to reinforce the development of a market approach for improving energy efficiency in both existing and future new buildings. The main achievements of the project up to now are as follows:

- (a) an Energy Efficiency Act;
- (b) setting up of an Energy Efficiency Management Office under the aegis of the Ministry of Energy & Public Utilities;
- (c) a Building Control Act;
- (d) development of an energy audit software tool MBEAT;
- (e) drafting of an Energy Efficiency Building Code and Energy Efficiency Building Regulations.

The Ministry of Energy and Public Utilities (Energy Efficiency Management Office) now intends to hire a suitable team of Consultants to assist the EEMO in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme.

UNDP Mauritius will be the agency responsible for overseeing the effective and timely completion of the project. This assignment is being financed with a grant received by the GoM from AOSIS/SIDSDOCK, with the assistance of UNDP.

The main beneficiaries of this project are the Energy Efficiency Management Office (EEMO) and the Ministry of Public Infrastructure, National Development Unit, Land Transport and Shipping (MPI, NDU, LT&S).

The TOR comprises of two lots as follows:

- (a) Lot 1 - Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management; and,
- (b) Lot 2 - Consultancy services to develop an Energy Efficiency Building Code Compliance Scheme

The bidders should take into consideration that the two softwares under Lot 1 and Lot 2 are inter-related and the successful bidder/s should ensure that the softwares are consistent.

Bidders should submit proposals for each Lot separately. A Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals for each Lot would be applied. The technical evaluation for Lot 1 would be carried out as per table 2 and that for Lot 2 would be carried out as per table 3. In order to determine the lowest priced offer for Financial evaluation purposes for Lot 1, the proposals containing either option 1 or option 2 for the Software Development in section 2.2.2 would be put on an equal footing by using the formula provided in Table 4. Based on the technical and financial evaluations, contracts for each of Lot 1 and Lot 2 may be awarded to two different bidders.

2. LOT 1 - Consultancy services to assist the Energy Efficiency Management Office in Energy Audit Management

2.1 Objectives of the Project

The main beneficiary of Lot 1 of this project is the Energy Efficiency Management Office (EEMO).

The main objectives are as follows:

- Improving Energy Audit Management;
- Upgrade and customize an existing Energy Audit Software Tool (MBEAT) for energy auditing purposes;
- Develop a macro-based Excel software tool for energy auditing purposes;
- Undertake the capacity building, assessment, and certification of a batch of local Energy Auditors for the Energy Audit Management Scheme;
- Undertake the energy audit of 10 non-residential buildings (>500m²);
- Undertake capacity building of the future custodians and managers of the Energy Audit Management.

2.2 Scope of the Project

The scope of services of the Consultant shall be as follows:

2.2.1 Energy Audit Management

The purpose of the assignment is to enable the systematic energy auditing of the buildings in Mauritius in accordance with the provisions of the Energy Efficiency Act and the Building Control Act. Under the UNDP-implemented, GEF-financed project on '*Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings in Mauritius*', a preliminary assignment in the context of the setting up of an *Energy Audit Management Scheme* in Mauritius was completed in April 2011. For Phase II of the project, the Government of Mauritius intends to use ISO50002:2014 *Energy audits - Requirements with guidance for use*.

The specific tasks of the Consultant shall include:

- ***Improving Energy Audit Management***
 - Review the existing process for energy auditing expected to be formalised under the Energy Efficiency Act and subsidiary legislation, ISO 50002:2014, and any other relevant pieces of legislation;
 - Make suitable proposals for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organizations;
 - Prepare a comprehensive and user-friendly manual for the Energy Audit Management scheme describing all the mechanisms, procedures and work processes.
- ***Technical requirements for Energy Audit Management and capacity building***
 - Develop a suitable methodology and selection criteria for the periodic selection of non-residential buildings (>500m²) for mandatory energy audits;
 - Undertake capacity building of staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.

2.2.2 Software Development

Mauritian Building Energy Audit Tool (MBEAT) is a customized version of the Simple Building Energy Model/interface to Simple Building Energy Model (SBEM/iSBEM) software and it has been developed for the Republic of Mauritius with the use of local weather data for 2 Climate Zones (Coastal Zone and Central Plateau).

MBEAT has been developed specifically for use by energy auditors for the energy audit of non-residential buildings in Mauritius.

MBEAT comprises of a calculation engine with a user interface. The purpose of MBEAT and its interface is to produce consistent and reliable evaluations of energy use in non-domestic buildings for energy auditing purposes. The MBEAT software cannot be used for design purposes.

The Ministry of Energy & Public Utilities holds a free licence for the MBEAT software. The condition for the free licence is that the Ministry should distribute the software free of charge to local Energy Auditors.

Depending on the possibility to review and customize the MBEAT software for energy auditing purposes, the Consultant shall:

either Option 1

- Develop a macro-based Excel software tool for energy auditing purposes;
- Develop a user-friendly User Guide for the macro-based Excel software for energy auditing.

or Option 2

- Review and customize the MBEAT software, taking into consideration representations made under Phase I. The end product shall be a user-friendly energy audit tool;
- Develop a macro-based Excel software tool for energy auditing purposes;
- Develop a user-friendly User Guide for the customized and improved MBEAT software for energy auditing;
- Develop a user-friendly User Guide for the macro-based Excel software for energy auditing.

Note: The primary objective of having option 1 and option 2 for this assignment is to ensure that no bidder is penalized due to lack of capacity to review and customize the MBEAT software. In this respect, separate Financial Proposal Forms are provided at the end of this RFP. Accordingly, the UNDP in consultation with the EEMO and the MEPU reserves the right to select the option to be implemented taking into consideration technical and financial proposals.

In order to determine the lowest priced offer for Financial evaluation purposes, the proposals containing either option 1 or option 2 would be put on an equal footing. This would be achieved through the formula provided in Table 4 below:

Table 4: Formula to calculate lowest priced offer for Financial evaluation purposes

If bid is for Option 1:
Price of the Offer to be considered for review = Lump sum price quoted by bidder choosing Option 1
If bid is for Option 2:
Price of the Offer to be considered for review = (Lump sum price quoted by bidder choosing Option 2 / 125) x 105

2.2.3 Training, Examination and Certification of Energy Auditors

- *Training and certification of Energy Auditors*

It is the intention of the Client to have 60 local potential energy auditors including the staff of the Energy Efficiency Management Office, trained under this assignment and for their certification by an accredited certification body.

The Consultant shall assist the Client in the selection of 50 local potential energy auditors for training on the basis of appropriate criteria to be developed by the Consultant. The other auditors shall be nominated by the EEMO and UNDP.

The Consultant shall demonstrate proof of association with a relevant or appropriate international professional body which can deliver certified energy auditor training and examination so that at the end of the examination process, those who pass the exams shall be recognized as certified energy auditors. The syllabus for training should be shown to be in accordance with international requirements.

For the purposes of examination, all the trainees shall be examined at an independent body (the Mauritius Examination Syndicate). In this respect, all the trainees shall be duly trained by the Consultant. This training shall follow a three-stage approach as follows:

- (i) The Consultant shall, at an early stage of the assignment, prepare comprehensive training materials. These shall be made available to all trainees for self-learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course;
- (ii) In case the successful bidder is awarded the contract with Option 1 of Section 2.2.2, then the Consultant shall train the trainees in the use of the new macro-based Excel software for energy auditing purposes. The training should also include energy auditing procedure as per ISO 50002. The training shall be held over a minimum period of 32 hours (x 2 – for two separate groups). In case the successful bidder is awarded the contract with Option 2 of Section 2.2.2, then the Consultant shall train the trainees in the use of the new and customized MBEAT software for energy auditing purposes as well as the macro-based Excel software. The training should also include energy auditing procedure as per ISO 50002. The training shall be held over a minimum period of 40 hours (40 x 2 – for two separate groups);
- (iii) The trainees shall, at least one week before the date set for examinations, be provided with a refresher course by the Consultant over a minimum period of 20 hours (x 2 – for two separate groups).

Note:

- (a) Should there be other requirements for the purposes of the certification of the energy auditors, other than those specified above (training and exams), the Consultant shall highlight same in its Technical Proposal and shall bid for same;
- (b) There should be a suitable time gap in the training elaborated at (ii) and (iii) above to prevent any overlapping;
- (c) For the purposes of (ii) and (iii) above, the trainees shall be separated into two even groups and the courses shall be provided to each of the two groups separately;
- (d) All training shall be conducted during working days and normal working hours.

Examination

Note: While the examinations for the Energy Auditors will be conducted at the Mauritius Examinations Syndicate (MES), the preparation of exam questions and their marking thereof **would be the responsibility of the Consultant**. The modalities thereof would be finalized with the MES and should not be the basis for additional remuneration.

The cost for the holding of the exams at the premises of the MES would be met by the

Client from the Project Funds.

Prior to the conduct of the examination, the Consultant shall provide written evidence that those who pass the examination will, as a result thereof, qualify to be certified as an energy auditor by the appropriate certification body which is duly accredited.

The bidder should take note that the financial proposal in respect of the training and examination will be deemed to include the price for certification, that is, for 60 candidates.

2.2.4 Workshops

For the purposes of lot 1 of the assignment, the following workshops shall be conducted by the Consultant:

- One-day Inception Workshop.
- One-day workshop on presentation of Energy Audits.
- Half-day workshop for Awareness Raising and Award Ceremony

2.2.5 Energy Audits in non-residential buildings

The 50 local potential energy auditors, 10 EEMO and UNDP selected persons, trained under assignment Part 2.2.3, should undergo practical sessions in energy auditing of non-residential buildings.

The trainees will be divided into 10 groups of 6 trainees and the Consultant will act as a mentor to provide guidance to the trainees for Level 3 energy audit (as defined in ISO 50002) of 10 non-residential buildings.

One full day should be devoted by the expert to the mentoring/guidance of each group. However, each group would have to complete the audit on their own during the 2nd day of the practical sessions. Each group should prepare and submit a comprehensive Energy Audit Report to the mentor within the following next two weeks, for purpose of assessment and marking by the expert.

The Consultant, in the presence of EEMO staff, should also carry out two 'Level 3' energy audits (as described in ISO 50002:2014) on his own and provide two energy audit reports of professional standards. These reports may then be used by the EEMO as a model for future energy audits.

Note:

- (i) For the purposes of the practical sessions, the Consultant shall, with the support of the Client's Project Manager, identify suitable non-residential buildings;

- (ii) It shall be the responsibility of the Client's Project Manager to secure the collaboration of the owners/occupiers of the identified non-residential buildings for the practical training sessions.

2.3 Duration of the assignment / Time Frame

A total of 105 person-days input spread over the duration of the assignment is expected from the Consultant, inclusive of such number of missions to Mauritius as may be required for the effective completion of Lot 1 of the assignment in case the contract is awarded based on Option 1 of Section 2.2.2.

In case the contract is awarded based on Option 2 of Section 2.2.2, then a total of 125 person-days input spread over the duration of the assignment is expected from the Consultant, inclusive of such number of missions to Mauritius as may be required for the effective completion of Lot 1 of the assignment

The assignment should be completed within 7 months from the starting date of the assignment.

The attention of the Consultant is drawn to the fact that the SIDSDOCK project will be closed by the end of 2015. Time is of the essence for all parts of the work/services.

2.4 Reporting, Presentations, and Language

For the purposes of the assignment, a sub-steering committee will be set up, headed by a National Steering Committee. This sub-steering committee will be set up at the Energy Efficiency Management Office and will, with the assistance of the Project Manager, oversee the Energy Audit Management Scheme part of the assignment,) Excel-based software for energy auditing and the MBEAT software (optional, the training, examination and certification of Energy Auditors, the energy audits in non-residential buildings, and the capacity building of the future custodians and managers of the Energy Audit Management Scheme.

The Consultant will report to the sub-steering committee and, when so required, report to the National Steering Committee at the Ministry of Energy and Public Utilities.

The language of the assignment shall be English. All deliverables should be in the English language.

2.5 Logistical arrangements

The local counterpart/associate of the consultant will be responsible for providing office, transport, internet, and communication facilities.

The Client's Project Manager will provide logistical support for the organization of workshops and other events/meetings (as required), and for the mobilization of stakeholders for such events/meetings.

The venues for the workshops and events/meetings will be arranged by the Client's Project

Manager and the costs thereof shall be met by the Client under the project funds.

2.6 Final deliverables and estimated time

The final deliverables and estimated time to complete this project will be as per tables 5(a) and 5(b) below (whichever applicable). Bidders may wish to propose in their technical proposals alternative durations for the submission of deliverables. Such proposals should be fully justified.

Table 5(a): Final deliverables and estimated time (including Option 1 of Section 2.2.2) – Lot 1

Ref.	Deliverables	Duration (Person Days)
1.	One-day Inception Workshop and submission of the final Inception Report.	3
2.	Develop a suitable methodology and selection criteria for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	5
3.	Make suitable proposals for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	6
4.	Prepare a comprehensive and user-friendly manual for Energy Audit Management, describing all the mechanisms, procedures and work processes.	6
5.	Undertake capacity building of staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	6
6.	Develop a macro-based Excel software tool for energy auditing purposes.	11
7.	Develop a user-friendly User Guide for the macro-based Excel software tool for energy auditing.	6
8.	Prepare comprehensive training materials to be made available to all trainee Energy Auditors for self-learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	8
9.	Train the trainees in the use of the new macro-based Excel software for energy auditing purposes. The training should also include energy auditing procedure as per ISO 50002. The training shall be held over a minimum period of 32 hours (32 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.	12
10.	Ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	15
11.	One day workshop on presentation of energy audits and submission of workshop report.	3
12.	Provide the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	10

13.	Preparation of exam questions and their marking for examination of Energy Auditors.	6
14.	Certification process completed for the Energy Auditors.	2
15.	Half-day workshop for Awareness Raising and Award Ceremony	2
16.	Submit final Project Completion Report for activities pertaining to the EEMO.	4
	TOTAL	105

Table 5(b): Final deliverables and estimated time (including Option 2 of Section 2.2.2)– Lot 1

Ref.	Deliverables	Duration (Person Days)
1.	One-day Inception Workshop and submission of the final Inception Report.	3
2.	Develop a suitable methodology and selection criteria for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	5
3.	Make suitable proposals for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	6
4.	Prepare a comprehensive and user-friendly manual for Energy Audit Management, describing all the mechanisms, procedures and work processes.	6
5.	Undertake capacity building of staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	6
6.	Review and customize the MBEAT software, taking into consideration representations made under Phase I in order to have a user-friendly energy audit tool.	11
7.	Develop a macro-based Excel software tool for energy auditing purposes.	11
8.	Develop a user-friendly User Guide for the customized and improved MBEAT software for energy auditing.	6
9.	Develop a user-friendly User Guide for the macro-based Excel software tool for energy auditing.	6
10.	Prepare comprehensive training materials to be made available to all trainee Energy Auditors for self-learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	8
11.	Train the trainee Energy Auditors in the use of the new and customized MBEAT software for energy auditing purposes as well as the macro-based Excel software. The training should also include the energy auditing procedure of non-residential buildings as per ISO 50002:2014. The training shall be held over a minimum period of 40 hours (40 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.	15
12.	Ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	15
13.	One day workshop on presentation of energy audits and submission of	3

	workshop report.	
14.	Provide the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	10
15.	Preparation of exam questions and their marking for examination of Energy Auditors.	6
16.	Certification process completed for the Energy Auditors (Incl. Ceremony of Award).	2
17.	Half-day workshop for Awareness Raising and Award Ceremony	2
18.	Submit final Project Completion Report for activities pertaining to the EEMO.	4
	TOTAL	125

The reports and documentation should be submitted in electronic format, in both editable Microsoft Office Word version and in pdf version. All the final versions of the reports and documentation should also be dispatched to the Project Manager in 3 original CDs. There shall be no security restrictions on printing/editing in the deliverables.

The Excel-based software tool, the customized MBEAT (optional), and the User Guide(s) should be sent electronically and should also be dispatched to the Project Manager in 3 original CDs. There shall be no protection on the software which would prevent the Government from accessing/modifying the codes. All deliverables produced shall become the property of the Ministry of Energy & Public Utilities and the UNDP.

The Consultant will have to submit all reports and documentation in draft form (in soft format - MS Word) in the first instance, and should thereafter incorporate any comments the Client may submit, prior to their finalization. Draft reports and documentation would have to be submitted at least 2 weeks before the final reports/documentation are due so that the Client will have ample time to circulate the drafts for any feedback from the Steering Committee. Payment will be made only on the final deliverables, and these final deliverables ***should be to the satisfaction of*** the National Project Director, the Project Manager, the Steering Committee, and the UNDP Country Office.

2.7 Delivery and Payment Schedules

- Deliverables will be the basis for the payment schedule. All reports will be submitted in draft (for comments) and then final.
- The Deliverables shall be submitted in electronic format (MS Word, and Pdf versions) and by courier in 4 copies to the designated officer at the UNDP, who will forward the deliverables to the designated representatives of the Ministry of Energy and Public Utilities, UNDP and the Energy Efficiency Management Office. The address for delivery is:

Mr. Liladhur Sewtohum, Project Manager
Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings and in Industry Project
Address: Energy Efficiency Management Office,
Ministry of Energy and Public Utilities,

8th Floor, C & R Court,
49A, Labourdonnais Street,
Port Louis.

Email : liladhur.sewtohul@undp.org

Tel: +230 210 7143

Fax: +230 210 6978

- Payment of fees will be subject to the schedule in either Table 5(a) or Table 5(b) below (whichever applicable).

Table 6(a) : Schedule for payment of fees (including Option 1 of Section 2.2.2) – Lot 1

Item	Project Activity/deliverable	Time Schedule	Payment Schedule
1.	Submission of workplan	Jan-15	15%
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	Jan-15	4%
3.	Submission of final report on methodology and selection criteria developed for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	Mar-15	4%
4.	Submission of final report on proposals made for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	Mar-15	4%
5.	Submission of final Comprehensive and user-friendly Manual for the Energy Audit Management describing all the mechanisms, procedures, and work processes.	Mar-15	4%
6.	Submission of final report on capacity building undertaken for the staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	Apr-15	4%
7.	Submission of the macro-based Excel software tool developed for energy auditing purposes.	Apr-15	5%
8.	Submission of final comprehensive and user-friendly User Guide for the macro-based excel software for energy auditing.	May-15	4%
9.	Submission of prepared final comprehensive training materials to be made available to all trainee Energy Auditors for self learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	May-15	4%
10.	Submission of final report on the training of the trainee Energy Auditors in the use of the new macro-based excel software. The training should also include energy auditing procedure of non-residential buildings as per ISO 50002. The training shall be held over a minimum period of 32 hours (32 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the	May-15	12%

	practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.		
11.	Submission of final report on the ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	June-15	8%
12.	One day workshop on presentation of energy audits and submission of final workshop report.	June-15	4%
13.	Submission of final report on providing the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	July-15	8%
14.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Auditors.	July-15	4%
15.	Submission of final report for the Certification process completed for the Energy Auditors and certificates, duly accredited, issued to successful candidates	July-15	3%
16.	Half-day workshop for Awareness Raising and Award Ceremony and submission of final workshop report	July-15	3%
17.	Submit final Project Completion Report for activities (2) – (16) pertaining to the EEMO.	Aug-15	10%
TOTAL			100%

Table 6(b): Schedule for payment of fees (including Option 2 of Section 2.2.2) – Lot 1

Item	Project Activity/deliverable	Time Schedule	Payment Schedule
1.	Submission of workplan	Jan-15	15%
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	Jan-15	4%
3.	Submission of final report on methodology and selection criteria developed for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	Mar-15	4%
4.	Submission of final report on proposals made for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	Mar-15	4%
5.	Submission of final Comprehensive and user-friendly Manual for the Energy Audit Management describing all the mechanisms, procedures, and work processes.	Mar-15	4%
6.	Submission of final report on capacity building undertaken for the staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	Apr-15	4%
7.	Submission of reviewed and customized MBEAT software, taking into consideration representations made under Phase I in order to have a user-friendly energy audit tool.	Apr-15	4%

8.	Submission of the macro-based Excel software tool developed for energy auditing purposes.	Apr-15	4%
9.	Submission of final Comprehensive and user-friendly User Guide for the customized and improved MBEAT software for energy auditing.	May-15	4%
10.	Submission of final comprehensive and user-friendly User Guide for the macro-based excel software for energy auditing.	May-15	4%
11.	Submission of prepared final comprehensive training materials to be made available to all trainee Energy Auditors for self learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	May-15	4%
12.	Submission of final report on the training of the trainee Energy Auditors in the use of the new and customized MBEAT software for energy auditing purposes as well as the macro-based excel software. The training should also include energy auditing procedure of non-residential buildings as per ISO 50002. The training shall be held over a minimum period of 40 hours (40 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.	May-15	10%
13.	Submission of final report on the ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	June-15	6%
14.	One day workshop on presentation of energy audits and submission of final workshop report.	June-15	4%
15.	Submission of final report on providing the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	July-15	5%
16.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Auditors.	July-15	4%
17.	Submission of final report for the Certification process completed for the Energy Auditors and certificates, duly accredited, issued to successful candidates	July-15	3%
18.	Half-day workshop for Awareness Raising and Award Ceremony and submission of final workshop report	July-15	3%
19.	Submit final Project Completion Report for activities (2) – (18) pertaining to the EEMO.	Aug-15	10%
TOTAL			100%

2.8 Qualification of the Consultancy Team

Key Expert 1 – Energy Audit Expert (Team Leader)

The Energy Audit Expert shall have a post-graduate degree in Electrical Engineering, or Mechanical Engineering, or Industrial Engineering or a combination of the said engineering fields. He/she must have at least 10 years' post-degree experience relevant to energy auditing

of buildings. He/she should have carried out at least 5 comprehensive energy audits in non-domestic buildings (each of floor area greater than 500 m²) in the last five years and should provide references and contact details for same.

Experience in carrying out or having been directly involved in at least one assignment of a nature and complexity close to the present assignment would be an advantage.

He/she should be a certified energy auditor, such certification having been obtained from an accredited internationally recognized certification body. Note: it shall be the responsibility of the bidder to demonstrate that the certification body is an accredited one.

Key Expert 2 – Energy Efficiency and Training Expert

The Energy Efficiency and Training Expert shall have a post-graduate degree in Electrical Engineering, or Mechanical Engineering, or Industrial Engineering or a combination of the said engineering fields. He/she must have at least 7 years' post degree specific experience in energy efficiency in non-domestic buildings and he/she should have carried out at least 2 comprehensive energy audits in non-domestic buildings (each of floor area greater than 500 m²) in the last five years and should provide references and contact details for same.

The expert should also provide evidence of having delivered training leading to the certification of energy auditors under an internationally recognized scheme.

Experience in carrying out or having been involved in at least one assignment of a nature and complexity close to the present assignment would be an advantage.

He/she should be a certified energy auditor, such certification having been obtained from an accredited internationally recognized certification body. Note: it shall be the responsibility of the bidder to demonstrate that the certification body is an accredited one.

Letter of availability for Experts

All key experts shall provide an original signed letter of availability and association for the duration of the assignment. In the event of their unavailability, the Consultant shall be under the obligation to provide a replacement of equal or better caliber at no extra cost to the Client.

Support bodies/staff

The Consultant should be able to deliver the certified training or partner with an organization that is capable to provide same, for the purposes of the assignment, with proof that it can do so from an accredited body. The Consultant shall demonstrate in its bid that the certification body is duly accredited with an accreditation body.

For the purposes of the IT-related assignment in respect of the the Excel-based software and MBEAT software, it shall be the responsibility of the Consultant to identify, as support staff, a suitable IT personnel/agency. The costs of the IT personnel/agency shall be deemed to be included in the bid price.

The Consultant may include the services of any other support staff for the purposes of the assignment. The costs thereof shall be deemed to be included in the bid price.

Important Note:

- (i) The costs associated to the identification and retention of the Certification Body shall be deemed to be included in the bid price.
- (ii) In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context.
- (iii) A local consultant may associate with one or more international teams to participate in this tender exercise.
- (iv) However, the total expected input for the assignment shall not exceed 105 person-days if it includes Option 1 in Section 2.2.2 or 125 days if it includes Option 2 in Section 2.2.2, out of which a minimum of 50% input shall be from the international experts.

3. LOT 2 - Consultancy services to develop an Energy Efficiency Building Code Compliance Scheme

3.1 Objectives of the Project

The main beneficiary of Lot 2 of this project is the Ministry of Public Infrastructure, National Development Unit, Land Transport and Shipping (MPI, NDU, LT & S).

The main objectives are as follows:

- Review architectural specifications and construction methods in government building projects;
- Review, customize and finalize the Energy Efficiency Building Code;
- Develop a macro-based Excel software tool to be used as a tool for the verification of compliance with the Energy Efficiency Building Code and advise on the possibility to upgrade and customize the existing MBEAT software;
- Review and finalise the *draft* Energy Efficiency Building Regulations;
- Devise an Energy Efficiency Building Code Compliance Scheme;
- Undertake the capacity building, assessment, and certification of a batch of local Energy Compliance Assessors for the Energy Efficiency Building Code Compliance Scheme;
- Undertake the energy compliance assessment of the design of 10 new non-residential buildings (>500m²);
- Undertake capacity building of the future custodians and managers of the Energy Efficiency Building Code Compliance Scheme.

3.2 Scope of the Project

The scope of services of the Consultant shall be as follows:

3.2.1 Devise an Energy Efficiency Building Code Compliance Scheme

Under the UNDP-implemented, GEF-financed project on '*Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings in Mauritius*', an *Energy Efficiency Building Code* and a draft *Energy Efficiency Building Regulations* were prepared. The *Energy Efficiency Building Regulations* will be introduced under the Building Control Act 2012.

The Code and draft Regulations have been the subject of consultations with local stakeholders in the building sector. It was recommended that the Code and draft Regulations be reviewed and customized for the local context and be made more user-friendly.

Phase II of the project will now focus specifically on the review, customization and finalization of the Energy Efficiency Building Code and the draft Regulations, and to the development of a Building Code Compliance Scheme.

The specific tasks of the Consultant shall be as follows:

- ***Review, customization and finalization of the Energy Efficiency Building Code and the draft Energy Efficiency Building Regulations***
 - Desk review of all the relevant documents including draft Energy Efficiency Building Code received under Phase I;
 - Consult and discuss with local stakeholders (including the Ministry of Public Infrastructure, Ministry of Local Government, Architects, M&E Engineers, Mauritius Architect's Council, Institution of Engineers Mauritius, Building Control Advisory Council, Energy Efficiency Management Office);
 - Review, edit as appropriate, customize and finalize the draft Energy Efficiency Building Code and the draft Energy Efficiency Building Regulations for the local context. The Energy Efficiency Building Code should be made user-friendly. The draft Energy Efficiency Building Regulations shall be complete to ensure an effective enforcement of all provisions of the Building Control Act which are related to energy efficiency.
- ***Develop an Energy Efficiency Building Code Compliance Scheme***
 - Develop the ***Building Code Compliance*** scheme in consultation with local stakeholders and in line with the requirements of the draft Energy Efficiency Building Code under the Building Control Act. The draft Energy Efficiency Building Regulations, to be prepared under this assignment as well, shall include such provisions for the easy implementation of the Building Code Compliance Scheme;
 - Specify on a priority basis the types and categories of buildings to be targeted for mandatory compliance with the Energy Efficiency Building Code;
 - Recommend a specific organization to manage the ***Energy Efficiency Building Code Compliance*** scheme on the basis of consultations with stakeholders and to make suitable proposals for an easy and effective management of the scheme in terms of required technical, financial and human resources;

- Advise and develop necessary documents for all the mechanisms, procedures, and work processes for the easy and effective implementation of the scheme;
- Prepare a comprehensive and user-friendly manual for the Building Code Compliance scheme;
- Undertake capacity building of relevant staff of the Ministry of Public Infrastructure, Ministry of Local Government, Local Authorities, Energy Efficiency Management Office and such other institutions as may be identified for the effective implementation of the scheme.

3.2.2 Software Development

Mauritian Building Energy Audit Tool (MBEAT) is a customized version of the Simple Building Energy Model/interface to Simple Building Energy Model (SBEM/iSBEM) software and it has been developed for the Republic of Mauritius with the use of local weather data for 2 Climate Zones (Coastal Zone and Central Plateau).

MBEAT compares and adjusts both the asset and operational energy usage of a building. The operational energy usage provides information about how the building operates and on how well the building is being managed by its occupants. The asset energy usage is a measure of building quality (e.g. building fabric and its services such as heating, ventilation, and lighting) as compared to a benchmark which needs to be set.

In this assignment, the Consultant shall:

- Develop a macro-based Excel software tool to be used as a tool for the verification of compliance with the Energy Efficiency Building Code;
- Develop a user-friendly User Guide for the macro-based Excel software tool for verification of compliance with the final approved version of the Energy Efficiency Building Code.

3.2.3 Training, Examination and Certification of Energy Compliance Assessors for the Energy Efficiency Building Code Compliance Scheme

- *Training and certification of Energy Compliance Assessors*

It is the intention of the Client to have 60 local potential Compliance Assessors from the Ministry of Public Infrastructure, NDU, LT & S, Local Authorities and Energy Efficiency Management Office, trained under this assignment and for their certification as Energy Compliance Assessors by an accredited certification body.

It shall be the responsibility of the Consultant to prepare objective criteria for the selection of the 60 local potential Energy Compliance Assessors. The Consultant shall assist the Client in the final selection of these 60 local potential Energy Compliance Assessors.

The Consultant shall demonstrate proof of association with a relevant or appropriate international professional body which can deliver certified energy compliance assessor training and examination so that at the end of the examination process, those who pass the exams shall be recognized as certified, duly accredited, energy compliance assessor.

The syllabus for training should be shown to be in accordance with international requirements.

All the trainees shall be duly trained by the Consultant. This training shall follow a four-stage approach as follows:

- (i) The Consultant shall, at an early stage of the assignment, prepare comprehensive training materials. These shall be made available to all trainees for self learning;
- (ii) A 40-hour training (40 x 2 – for two separate groups) on the Energy Efficiency Building Code Compliance Scheme and on the use of the macro-based Excel software
- (iii) The trainees shall, at least one week before the date set for examinations, be provided with a refresher course (theoretical and practical sessions) by the Consultant over a minimum period of 20 hours (20 x 2 – for two separate groups);
- (iv) The trainees shall be provided hands-on training for the Energy Compliance Assessment of 10 new designs of non-residential buildings (>500m²).

Note:

- (a) Should there be other requirements for the purposes of the certification, with due accreditation, of the energy compliance assessors, other than those specified above (training and exams), the Consultant shall highlight same in its Technical Proposal and shall bid for same;
- (b) There should be a suitable time gap in the training elaborated at (ii) and (iii) above to prevent any overlapping;
- (c) For the purposes of (ii) and (iii) above, the trainees shall be separated into two even groups and the courses shall be provided to each of the two groups separately;
- (d) All training shall be conducted during working days and normal working hours.

Examination

Note: While the examinations for the Energy Compliance Assessors will be conducted at the Mauritius Examinations Syndicate (MES), the preparation of exam questions and their marking thereof **would be the responsibility of the Consultant**. The modalities thereof would be finalized with the MES and should not be the basis for additional remuneration.

The cost for the holding of the exams at the premises of the MES would be met by the Client from the Project Funds.

Prior to the conduct of the examination, the Consultant shall provide written evidence that those who pass the examination will, as a result thereof, qualify to be certified as an energy compliance assessor by the appropriate certification body which is duly accredited. The identity of the accreditation body and the certification body should have the clearance of the MPI, NDU, LT&S.

The bidder should take note that the financial proposal in respect of the training and examination will be deemed to include the price for certification, that is, for 60

candidates.

3.2.4 Workshops

For the purposes of the assignment, the following workshops shall be conducted by the Consultant:

- One-day Inception Workshop.
- One-day workshop on presentation of Energy Compliance Assessments.
- One-day workshop to sensitize and respond to practitioners' (architects, building contractors, builders, engineering firms etc.) queries on the reviewed architectural specifications and construction methods in government building projects.
- One-day Stakeholders' Consultative Workshop on the Energy Efficiency Building Code and the Energy Efficiency Building Code Compliance Scheme.
- One-day Validation Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme.
- Half-day workshop for Award ceremony

3.2.5 Review Architectural specifications and construction methods in government building projects

A building rating system, "brilliant pearl", was developed for Mauritius in 2012 by a team of consultants appointed by the Ministry of Environment and Sustainable Development with the financial assistance of European Union. However, it needs to be applied and tested on sample buildings before it can be implemented in the country.

In line with the concept of 'Maurice île Durable' and the policy of the Government to mainstream sustainable buildings and constructions, the architectural specifications and construction methods which date back to the 1950's need to be reviewed.

In this context, the MPI, NDU, LT&S wishes to appoint consultants with the necessary experience to carry out the review and come up with updated architectural specifications and construction methods for use in Government building projects.

The reviewed specifications should be technically accurate, up to date, simple to use, easy to coordinate with project drawings, and have a logical relationship with other related documents, including schedules of quantities and standard conditions of contract and tender. It should further provide enhanced channels of communication between research and development and day to day practice in the construction industry.

The specific tasks of the Consultant shall include:

- Literature review of all past consultancy documents, reports, standard architectural specifications, and related mechanical and electrical specifications and related codes;
- The expert will also analyse the specific needs and barriers with respect to standard specifications and construction methods to identify the level of details required in Mauritius and identify the specific requirements in Government building projects;
- The Expert shall review the existing Government architectural specifications and construction methods and propose new specifications and construction methods taking into account sustainability and eco-building in a tropical context;
- Sensitize and respond to practitioners' (architects, building contractors, builders, engineering firms etc.) queries on the reviewed architectural specifications and construction methods in Government building projects in a workshop;
- Prepare a comprehensive and user-friendly manual for the architectural specifications and construction methods for Government building projects. This work should be carried out in close collaboration with the Architects Section, PI Division of the MPI, NDU, LT&S to ensure implementation of the basic recommended changes in Government building projects.

3.3 Duration of the assignment / Time Frame

A total of 105 person-days input spread over the duration of the assignment is expected from the Consultant, inclusive of such number of missions to Mauritius as may be required for the effective completion of the assignment.

The assignment should be completed within 7 months from the starting date of the assignment.

The attention of the Consultant is drawn to the fact that the SIDSDOCK project will be closed by the end of 2015. Time is of the essence for all parts of the work.

3.4 Reporting, Presentations, and Language

For the purposes of lot 2 of the assignment, a separate sub-steering committee will be set up, headed by a National Steering Committee. This sub-steering committee will be set up at the Ministry of Public Infrastructure, NDU, LT&S and will, with the assistance of the Project Manager, oversee the review of the architectural specifications and construction methods in Government building projects, the Energy Efficiency Building Code (EEBC), the Energy Efficiency Building Regulations, the Building Code Compliance Scheme, the Excel-based software development, the training, examination and certification of Energy Compliance Assessors for the Energy Efficiency Building Code Compliance Scheme, the energy compliance assessment of 10 new non-residential buildings (>500m²), and undertake capacity building of the future custodians and managers of the Energy Efficiency Building Code Compliance Scheme.

The Consultant will report to the sub-steering committee separately and, when so required, report to the National Steering Committee at the Ministry of Energy and Public Utilities.

The language of the assignment shall be English. All deliverables should be in the English language.

3.5 Logistical arrangements

The local counterpart/associate of the consultant will be responsible for providing office, transport, internet, and communication facilities.

The Client's Project Manager will provide logistical support for the organization of workshops and other events/meetings (as required), and for the mobilization of stakeholders for such events/meetings.

The venues for the workshops and events/meetings will be arranged by the Client's Project Manager and the costs thereof shall be met by the Client under the project funds.

3.6 Final deliverables and estimated time

The final deliverables and estimated time to complete this project will be as per Table 7 below. Bidders may wish to propose in their technical proposals alternative durations for the submission of deliverables. Such proposals should be fully justified.

Table 7: Final deliverables and estimated time - MPI, NDU, LT & S

Ref.	Deliverables	Duration (Person Days)
1.	One-day Inception Workshop and submission of the final Inception Report.	3
2.	Review the existing Government architectural specifications and construction methods and propose new specifications and construction methods taking into account sustainability and eco-building in a tropical island context.	4
3.	One-day workshop to sensitize and respond to practitioners' queries on the reviewed architectural specifications and construction methods in government building projects and submission of final workshop report and final architectural specifications and construction methods.	3
4.	Prepare a comprehensive and user-friendly manual for the reviewed architectural specifications and construction methods in Government building projects.	3
5.	One-day Stakeholders' Consultative Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme and submission of consultative workshop report.	3
6.	Discuss with local stakeholders and then review, edit as appropriate, customize and finalize the draft Energy Efficiency Building Code and the draft Energy Efficiency Building Regulations for the local context.	4
7.	Specify on a priority basis the types and categories of buildings to be targeted under the Energy Efficiency Building Code Compliance scheme for mandatory compliance with the Energy Efficiency Building Code.	4
8.	Develop the Building Code Compliance scheme in consultation with local stakeholders and in line with the requirements of the draft Energy Efficiency Building Code under the Building Control Act. The draft Energy Efficiency Building Regulations, to be prepared under this assignment as well, shall	5

	include such provisions for the easy implementation of the Building Code Compliance Scheme.	
9.	Prepare a comprehensive and user-friendly manual for the Energy Efficiency Building Code Compliance Scheme.	4
10.	Recommend a specific organization to manage the Energy Efficiency Building Code Compliance scheme on the basis of consultations with stakeholders and to make suitable proposals for an easy and effective management of the scheme in terms of required technical, financial and human resources.	4
11.	Develop a macro-based Excel software tool to be used as a tool for the verification of compliance with the Energy Efficiency Building Code and advise on the possibility of upgrading and customizing the existing MBEAT software..	4
12.	One-day Validation Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme and submission of final validation workshop report.	3
13.	Develop a user-friendly User Guide for the macro-based Excel software tool for verification of compliance with the final approved version of the Energy Efficiency Building Code.	3
14.	Advise and develop necessary documents for all the mechanisms, procedures, and work processes for the easy and effective implementation of the Energy Efficiency Building Code Compliance scheme.	4
15.	Undertake capacity building of relevant staff of the Ministry of Public Infrastructure, NDU, LT & S, Ministry of Local Government, Local Authorities, Energy Efficiency Management Office and such other institutions as may be identified for the effective implementation of the Energy Efficiency Building Code Compliance scheme.	5
16.	Prepare comprehensive training materials to be made available to all trainees for self-learning.	4
17.	Provide a 40-hour training (40 x 2 - for two separate groups) on the Energy Efficiency Building Code Compliance Scheme and on the use of the macro-based Excel software tool. The training programme on verification of compliance with the energy efficiency building code should be completed for 60 energy compliance assessors, including mentoring and guidance provided for the practical sessions and all compliance reports should be assessed by the expert in building code compliance. The Consultant should provide a report thereof.	15
18.	Provide the trainee Energy Compliance Assessors with hands-on training for the Energy Compliance Assessment of 10 new designs of non-residential buildings (>500m ²) and provide a comprehensive report thereof.	10
19.	One-day workshop on presentation of Energy Compliance Assessments and submission of workshop report.	3
20.	Provide the trainee Energy Compliance Assessors with a refresher course (theoretical and practical sessions) over a minimum period of 20 hours (20 x 2 - for two separate groups) at least one week before the date set for examinations and submit a report thereof.	6
21.	Preparation of exam questions and their marking for examination of Energy Compliance Assessors.	4
22.	Certification process completed for the Energy Compliance assessors and	2

	certificates, duly accredited, issued to successful candidates	
23.	Half-day workshop for Award Ceremony	2
24.	Submit final Project Completion Report for activities pertaining to the MPI, NDU, LT & S.	3
	<i>TOTAL</i>	105

The reports and documentation should be submitted in electronic format, in both editable Microsoft Office Word version and in pdf version. All the final versions of the reports and documentation should also be dispatched to the Project Manager in 3 original CDs. There shall be no security restrictions on printing/editing in the deliverables.

The Excel-based software tool and the User Guide should be sent electronically and should also be dispatched to the Project Manager in 3 original CDs. There shall be no protection on the software which would prevent the Government from accessing/modifying the codes. All deliverables produced shall become the property of UNDP.

The Consultant will have to submit all reports and documentation in draft form (in soft format - MS Word) in the first instance, and should thereafter incorporate any comments the Client may submit, prior to their finalization. Draft reports and documentation would have to be submitted at least 2 weeks before the final reports/documentation are due so that the Client will have ample time to circulate the drafts for any feedback from the Steering Committee. Payment will be made only on the final deliverables, and these final deliverables ***should be to the satisfaction of*** the National Project Director, the Project Manager, the Steering Committee, and the UNDP Country Office.

3.7 Delivery and Payment Schedules

- Deliverables will be the basis for the payment schedule. All reports will be submitted in draft (for comments) and then final.
- The Deliverables shall be submitted in electronic format (MS Word, and Pdf versions) and by courier in 5 copies to the designated officer at the UNDP, who will forward the deliverables to the designated representatives of the Ministry of Energy and Public Utilities, the Ministry of Public Infrastructure, NDU, LT&S, the UNDP and the Energy Efficiency Management Office. The address for delivery is:

Mr. Liladhur Sewtohul, Project Manager
Removal of Barriers to Energy Efficiency and Energy Conservation in Buildings and in Industry Project

Address: Energy Efficiency Management Office,
Ministry of Energy and Public Utilities,
8th Floor, C & R Court,
49A, Labourdonnais Street,
Port Louis.

Email : liladhur.sewtohul@undp.org

Tel: +230 210 7143

Fax: +230 210 6978

- Payment of fees will be subject to the following schedule

Table 8: Schedule for payment of fees – Lot 2

Item	Project Activity/deliverable	Time Schedule	Payment Schedule
1.	Submission of workplan	Jan-15	15%
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	Jan-15	3%
3.	Submission of final report on the review of the existing Government architectural specifications and construction methods and for proposing new specifications and construction methods taking into account sustainability and eco-building in a tropical context.	Feb-15	3%
4.	One-day workshop to sensitize and respond to practitioners' queries on the reviewed architectural specifications and construction methods in government building projects and submission of final workshop report and final architectural specifications and construction methods.	Mar-15	3%
5.	Submission of final comprehensive and user-friendly manual for the reviewed Architectural specifications and construction methods in government building projects.	Mar-15	3%
6.	One-day Stakeholders' Consultative Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme and submission of final consultative workshop report.	Feb-15	3%
7.	Submission of final report on the consultations and discussions with local stakeholders and the reviewed, edited as appropriate, customized and finalized draft Energy Efficiency Building Code and draft Energy Efficiency Building Regulations for the local context.	Mar-15	3%
8.	Submission of final report for specifying on a priority basis the types and categories of buildings to be targeted under the Energy Efficiency Building Code Compliance scheme for mandatory compliance with the Energy Efficiency Building Code.	Mar-15	3%
9.	Submission of final report on the Building Code Compliance scheme developed in consultation with local stakeholders and in line with the requirements of the draft Energy Efficiency Building Code under the Building Control Act. The draft Energy Efficiency Building Regulations, to be prepared under this assignment as well, shall include such provisions for the easy implementation of the Building Code Compliance Scheme.	Mar-15	3%
10.	Submission a final comprehensive and user-friendly manual for the Energy Efficiency Building Code Compliance Scheme.	Mar-15	3%
11.	Submission of final report on the recommendation for a specific organization to manage the Energy Efficiency Building Code Compliance scheme on the basis of consultations with stakeholders and making suitable proposals for an easy and effective management of the scheme in terms of required technical, financial and human	Apr-15	3%

	resources.		
12.	Submission of final report on the development of a macro-based Excel software tool to be used as a tool for the verification of compliance with the Energy Efficiency Building Code and advise on the possibility to upgrade and customize the existing MBEAT software.	Apr-15	4%
13.	One-day Validation Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme and submission of final validation workshop report.	Apr-15	3%
14.	Submission of final user-friendly User Guide for the macro-based Excel software tool intended for verification of compliance with the final approved version of the Energy Efficiency Building Code.	May-15	3%
15.	Advise and develop necessary documents for all the mechanisms, procedures, and work processes for the easy and effective implementation of the Energy Efficiency Building Code Compliance scheme. Submit a final report thereof.	Apr-15	3%
16.	Submission of final report on the capacity building of relevant staff of the Ministry of Public Infrastructure, Ministry of Local Government, Local Authorities, Energy Efficiency Management Office and such other institutions as may be identified for the effective implementation of the Energy Efficiency Building Code Compliance scheme.	May-15	3%
17.	Submission of final prepared comprehensive training materials to be made available to all trainees for self learning.	May-15	3%
18.	Submission of final report on the 40-hour training (40 x 2 – for two separate groups) on the Energy Efficiency Building Code Compliance Scheme and on the use of the macro-based excel software. The training programme in verification of compliance with the energy efficiency building code should be completed for 60 energy compliance assessors, including mentoring and guidance provided for the practical sessions and all compliance reports should be assessed by the expert in building code compliance.	May-15	8%
19.	Submission of final report on hands-on training provided to the trainee Energy Compliance Assessors for the Energy Compliance Assessment of 10 new designs of non-residential buildings (>500m ²) .	June-15	4%
20.	One-day workshop on presentation of Energy Compliance Assessments and submission of final workshop report.	June-15	3%
21.	Submission of final report on refresher course (theoretical and practical sessions) provided to the trainee Energy Compliance Assessors over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	July-15	4%
22.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Compliance Assessors.	July-15	3%
23.	Submission of final report on the Certification process completed for the Energy Compliance assessors and certificates, duly accredited, issued to successful candidates	July-15	2%
24.	Half-day workshop for Award Ceremony and submission of final workshop report	July-15	2%

25.	Submit final Project Completion Report on activities (2) – (24) pertaining to the MPI, NDU, LT & S.	Aug-15	10%
TOTAL			100%

3.8 Qualification of the Consultancy Team

Key Expert 1 – Energy Efficiency Building Code Compliance Expert (Team Leader)

The Building Code Compliance Expert shall have a post-graduate degree in Architecture, or Electrical, or Mechanical or Industrial Engineering or a combination of the said fields from a recognized institute. He/she must have at least 10 years' post-degree experience relevant to energy efficiency and/or application of Energy Efficiency Building Codes.

He/she shall have carried out the verification of compliance with Energy Efficiency Building Codes for at least 10 buildings.

He/she shall have experience in the design of compliance schemes with energy Efficiency Building Codes for at least 10 buildings.

He/she shall be certified LEED or BREEAM or Green Star Assessor by an accredited internationally recognized certification body. Note: it shall be the responsibility of the bidder to demonstrate that the certification body is an accredited one.

Key Expert 2 – Expert for the drafting Architectural specifications and construction methods

The Expert for the drafting of architectural specifications and construction methods shall be an Architect and should have a post-graduate qualification in Architecture or in Energy Efficiency. He/she must have at least 7 years post-qualification experience.

He/she shall be certified LEED or BREEAM or Green Star Assessor by an accredited internationally recognized certification body. Note: it shall be the responsibility of the bidder to demonstrate that the certification body is an accredited one.

He/she must have experience in energy efficiency in buildings and must have experience in working on architectural specifications and construction methods in building projects in tropical countries.

Experience in carrying out at least one assignment of a nature and complexity close to the present assignment and expertise in editorial, technical and contractual matters would be an advantage.

Key Expert 3 – Legal Expert

The Legal Expert shall be a Barrister-at-law or a Solicitor able to practise in Mauritius with experience in drafting of pieces of local legislation. He/she must have at least 5 years' post degree work experience.

Experience in carrying out at least one assignment of a nature and complexity close to the

present assignment in terms of drafting of Regulations would be an advantage.

Letter of availability for Experts

All key experts shall provide an original signed letter of availability and association for the duration of the assignment. In the event of their unavailability, the Consultant shall be under the obligation to provide a replacement of equal or better caliber at no extra cost to the Client.

Support bodies/staff

The Consultant should be able to deliver the certified training or partner with an organization that is capable to provide same, for the purposes of the assignment, with proof that it can do so from an accredited body. The Consultant shall demonstrate in its bid that the certification body is duly accredited with an accreditation body.

For the purposes of the IT-related assignment in respect of the MBEAT software and the Excel-based software, it shall be the responsibility of the Consultant to identify, as support staff, a suitable IT personnel/agency. The costs of the IT personnel/agency shall be deemed to be included in the bid price.

The Consultant may include the services of any other support staff for the purposes of the assignment. The costs thereof shall be deemed to be included in the bid price.

Important Note:

- (i) The costs associated to the identification and retention of the Certification Body shall be deemed to be included in the bid price.
- (ii) The Consultant shall provide a rate for the certification of each examined 'Energy Compliance Assessor'. The amount payable under the contract in respect of the certification shall be based on the rate for certification and on the number of trainees that pass the exams and qualify for certification.
- (iii) In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context.
- (iv) A local consultant may associate with one or more international teams to participate in this tender exercise.
- (v) However, the total expected input for the assignment shall not exceed 105 person-days, out of which a minimum of 50% input shall be from the international experts.

Table 9: List of Certification Bodies acceptable to EEMO as per draft regulation

1	Bureau of Energy Efficiency India
2	Building Performance Institute (US)
3	Association of Energy Engineers (US)
4	American Society of Heating, Refrigerating and Air-conditioning Engineers (US)
5	Canadian Institute for Energy Training
6	Australian Institute of Refrigeration, Air Conditioning and Heating
7	Energy Management Association of New Zealand
8	Hong Kong College of Engineering
9	Energy Institute (UK)
10	Institution of Engineers Singapore
11	Sustainable energy association of Singapore
12	Organisme Professionnel de Qualification de l'Ingénierie Bâtiment Industrie (OPQIBI)
13	AFNOR Certification

*** Note:** This list of bodies for energy audit certification is not exhaustive. The Consultant may suggest additional certification bodies, if necessary.

Table 10: Examples for Institutions providing Certified Training**ENERGY AUDITORS**

Institution	Course title	Address	Website
Energy Audit Institute	Commercial Energy Audit Certification	765 Mountain Ave. Suite 119 Springfield, New Jersey 07081	http://energyauditinstitute.com/commercial-energy-audit-certification.html
Building Performance Institute (BPI)	Building Performance Institute (BPI) certified professionals	107 Hermes Road, Suite 210 Malta, New York 12020	http://www.bpi.org/home.aspx
Bureau of Energy Efficiency / Indo German Energy Programme	Accredited Energy Auditors	4th Floor, SEWA Bhawan , R. K.Puram New Delhi - 110 066 INDIA	http://www.energymanagertraining.com/new_index.php
Dr. Ambedkar Institute of Productivity	National Certification Examination for Energy Managers and Energy Auditors	National Productivity Council 6, SIDCO Industrial Estate, Ambattur, Chennai - 600 098	http://www.em-ea.org/beeex.asp
Association of Energy Engineers (AEE)	The Certified Energy Auditor (CEA)	4025 Pleasantdale Rd., Suite 420 Atlanta, Georgia 30340	http://www.aeecenter.org/i4a/pages/index.cfm?pageid=1

ENERGY COMPLIANCE ASSESSORS

Institution	Course title	Address	Website
Centre for Advanced Research in Building Science and Energy	Energy Conservation Building Code (ECBC) Accredited Professionals	CEPT University Kasturbhai Lalbhai Campus, University Road, Ahmedabad-380009, Gujarat, India	http://www.carbse.org/the-third-party-assessor-model-for-ecbc-compliance-and-enforcement/
BRE Global Ltd	– Certified Green Deal Assessor – BREEAM (BRE Environmental Assessment Method)	Bucknalls Lane, Garston, Watford, Hertfordshire, UK, WD25 9XX	http://www.bre.co.uk
BSI Ltd	Certified Green Deal Assessor	Kitemark Court, Davy Lane, Milton Keynes, Buckinghamshire, UK, MK5 8PP	http://www.bsigroup.com
The Chartered Institution of Building Services Engineers (CIBSE)	Leadership in Energy and Environmental Design certification (LEED)	CIBSE Certification Ltd 222 Balham High Road London SW12 9BS United Kingdom	http://www.cibse.org/about-cibse/history
Green Building Certification Institute (GBCI)	Leadership in Energy and Environmental Design certification (LEED)	U.S. Green Building Council (USGBC) 2101 L Street, NW Suite 500 Washington, DC 20037	http://www.gbci.org/org-nav/contact/Contact-Us/Project-Certification-Questions.aspx

Section 4: Proposal Submission Form⁴

[insert: *Location, Date*]

To: The Head of Environment Unit
UNDP Mauritius and Seychelles Country Office
6th Floor, Anglo Mauritius House
Intendance Street
P.O Box 253
Port Louis
Mauritius

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services to assist the Energy Efficiency Management Office in Energy Audit Management and to develop an Energy Efficiency Building Code Compliance Scheme in accordance with your Request for Proposal dated 05 November 2014 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal each sealed in separate envelopes.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁵

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		

⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
12. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form⁷

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

Table11(a): Cost Breakdown per Deliverables for Lot 1 - (Including Option 1)

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Submission of workplan	15%	
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	4%	
3.	Submission of final report on methodology and selection criteria developed for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	4%	
4.	Submission of final report on proposals made for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	4%	
5.	Submission of final Comprehensive and user-friendly Manual for the Energy Audit Management describing all the mechanisms, procedures, and work processes.	4%	

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

6.	Submission of final report on capacity building undertaken for the staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	4%	
7.	Submission of the macro-based Excel software tool developed for energy auditing purposes.	5%	
8.	Submission of final comprehensive and user-friendly User Guide for the macro-based excel software for energy auditing.	4%	
9.	Submission of prepared final comprehensive training materials to be made available to all trainee Energy Auditors for self learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	4%	
10.	Submission of final report on the training of the trainee Energy Auditors in the use of the new macro-based excel software. The training should include energy auditing procedure of non-residential buildings as per ISO 50002. The training shall be held over a minimum period of 32 hours (32 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.	12%	
11.	Submission of final report on the ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	8%	
12.	One day workshop on presentation of energy audits and submission of final workshop report.	4%	
13.	Submission of final report on providing the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	8%	
14.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Auditors.	4%	
15.	Submission of final report for the Certification process completed for the Energy Auditors and certificates, duly accredited, issued to successful candidates.	3%	
16.	Half-day workshop for Awareness Raising and Award Ceremony and submission of final workshop report	3%	
17.	Submit final Project Completion Report for activities (2) – (16) pertaining to the EEMO.	10%	
	Total	100%	USD

Table 11(b): Cost Breakdown per Deliverables Lot 1 – (Including Option 2)

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Submission of workplan	15%	
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	4%	
3.	Submission of final report on methodology and selection criteria developed for the periodic selection of non-residential buildings (>500m ²) for mandatory energy audits.	4%	
4.	Submission of final report on proposals made for easy and effective management of the scheme in terms of required technical, financial and human resources at the level of relevant stakeholder organisations.	4%	
5.	Submission of final Comprehensive and user-friendly Manual for the Energy Audit Management describing all the mechanisms, procedures, and work processes.	4%	
6.	Submission of final report on capacity building undertaken for the staff of the Ministry of Energy and Public Utilities, Energy Efficiency Management Office and such other institutions as may be identified.	4%	
7.	Submission of reviewed and customized MBEAT software, taking into consideration representations made under Phase I in order to have a user-friendly energy audit tool.	4%	
8.	Submission of the macro-based Excel software tool developed for energy auditing purposes.	4%	
9.	Submission of final Comprehensive and user-friendly User Guide for the customized and improved MBEAT software for energy auditing.	4%	
10.	Submission of final comprehensive and user-friendly User Guide for the macro-based excel software for energy auditing.	4%	
11.	Submission of prepared final comprehensive training materials to be made available to all trainee Energy Auditors for self learning. The training materials should be in a format that may be used afterwards by the Client to conduct an online training course.	4%	
12.	Submission of final report on the training of the trainee Energy Auditors in the use of the new and customized MBEAT software for energy auditing purposes as well as the macro-based excel software. The training should also include energy auditing procedure of non-residential buildings as per ISO 50002. The training	10%	

	shall be held over a minimum period of 40 hours (40 x 2 – for two separate groups). The training programme in energy auditing should be completed for 60 energy auditors, including mentoring and guidance provided for the practical sessions and all energy audit reports should be assessed by the Energy Audit Expert.		
13.	Submission of final report on the ten approved Level 3 quality energy audit reports prepared by the trainees and two professional level 3 energy audit reports prepared by the Consultant.	6%	
14.	One day workshop on presentation of energy audits and submission of final workshop report.	4%	
15.	Submission of final report on providing the trainee Energy Auditors with a refresher course over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	5%	
16.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Auditors.	4%	
17.	Submission of final report for the Certification process completed for the Energy Auditors and certificates, duly accredited, issued to successful candidates.	3%	
18.	Half-day workshop for Awareness Raising and Award Ceremony and submission of final workshop report	3%	
19.	Submit final Project Completion Report for activities (2) – (18) pertaining to the EEMO.	10%	
	Total	100%	USD

Table12: Cost Breakdown per Deliverables Lot 2

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Submission of workplan	15%	
2.	Completion of the One-day Inception Workshop and submission of the final Inception Workshop report	3%	
3.	Submission of final report on the review of the existing Government architectural specifications and construction methods and for proposing new specifications and construction methods taking into account sustainability and eco-building in a tropical context.	3%	
4.	One-day workshop to sensitize and respond to practitioners' queries on the reviewed architectural	3%	

	specifications and construction methods in government building projects and submission of final workshop report and final architectural specifications and construction methods.		
5.	Submission of final comprehensive and user-friendly manual for the reviewed Architectural specifications and construction methods in government building projects.	3%	
6.	One-day Stakeholders' Consultative Workshop on the Energy Efficiency Building Code and Energy Efficiency Building Code Compliance Scheme and submission of final consultative workshop report.	3%	
7.	Submission of final report on the consultations and discussions with local stakeholders and the reviewed, edited as appropriate, customized and finalized draft Energy Efficiency Building Code and draft Energy Efficiency Building Regulations for the local context.	3%	
8.	Submission of final report for specifying on a priority basis the types and categories of buildings to be targeted under the Energy Efficiency Building Code Compliance scheme for mandatory compliance with the Energy Efficiency Building Code.	3%	
9.	Submission of final report on the Building Code Compliance scheme developed in consultation with local stakeholders and in line with the requirements of the draft Energy Efficiency Building Code under the Building Control Act. The draft Energy Efficiency Building Regulations, to be prepared under this assignment as well, shall include such provisions for the easy implementation of the Building Code Compliance Scheme.	3%	
10.	Submission a final comprehensive and user-friendly manual for the Energy Efficiency Building Code Compliance Scheme.	3%	
11.	Submission of final report on the recommendation for a specific organization to manage the Energy Efficiency Building Code Compliance scheme on the basis of consultations with stakeholders and making suitable proposals for an easy and effective management of the scheme in terms of required technical, financial and human resources.	3%	
12.	Submission of final report on the development of a macro-based Excel software tool to be used as a tool for the verification of compliance with the Energy Efficiency Building Code and advise on the possibility to upgrade and customize the existing MBEAT software.	4%	
13.	One-day Validation Workshop on the Energy Efficiency	3%	

	Building Code and Energy Efficiency Building Code Compliance Scheme and submission of final validation workshop report.		
14.	Submission of final user-friendly User Guide for the macro-based Excel software tool intended for verification of compliance with the final approved version of the Energy Efficiency Building Code.	3%	
15.	Advise and develop necessary documents for all the mechanisms, procedures, and work processes for the easy and effective implementation of the Energy Efficiency Building Code Compliance scheme. Submit a final report thereof.	3%	
16.	Submission of final report on the capacity building of relevant staff of the Ministry of Public Infrastructure, Ministry of Local Government, Local Authorities, Energy Efficiency Management Office and such other institutions as may be identified for the effective implementation of the Energy Efficiency Building Code Compliance scheme.	3%	
17.	Submission of final prepared comprehensive training materials to be made available to all trainees for self learning.	3%	
18.	Submission of final report on the 40-hour training (40 x 2 – for two separate groups) on the Energy Efficiency Building Code Compliance Scheme and on the use of the macro-based excel software. The training programme in verification of compliance with the energy efficiency building code should be completed for 60 energy compliance assessors, including mentoring and guidance provided for the practical sessions and all compliance reports should be assessed by the expert in building code compliance.	8%	
19.	Submission of final report on hands-on training provided to the trainee Energy Compliance Assessors for the Energy Compliance Assessment of 10 new designs of non-residential buildings (>500m ²) .	4%	
20.	One-day workshop on presentation of Energy Compliance Assessments and submission of final workshop report.	3%	
21.	Submission of final report on refresher course (theoretical and practical sessions) provided to the trainee Energy Compliance Assessors over a minimum period of 20 hours (20 x 2 – for two separate groups) at least one week before the date set for examinations.	4%	
22.	Submission of final report on the preparation of exam questions and their marking for examination of Energy Compliance Assessors.	3%	

23.	Submission of final report on the Certification process completed for the Energy Compliance assessors and certificates, duly accredited, issued to successful candidates.	2%	
24.	Half-day workshop for Award Ceremony and submission of final workshop report	2%	
25.	Submit final Project Completion Report on activities (2) – (23) pertaining to the MPI, NDU, LT & S.	10%	
	Total	100%	USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. Bidders shall ensure that there is no discrepancy between technical and financial proposals. In case of discrepancy, table 13 shall prevail and technical score shall be adjusted accordingly. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Table 13: Cost Breakdown by Cost Component to be submitted for each of the Lots

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 11: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the

timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the

following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation

Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or

disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services

under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security

Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
