

Letter of Invitation

Subject: Developing Web Portal for Registration of Manufacturers and Their Products to Comply with Minimum Energy Performance Standards (MEPS) for Transition from Conventional Lighting to Energy Efficient Lighting using Light Emitting Diodes (LEDs)."

Issue Date: 17-09-2020

Submission Deadline: 05-10-2020

Dear Sir/Madam,

We are writing to invite you to submit a proposal for the above-mentioned services by the date and time mentioned above. The following documents, attached with this letter, are intended to enable you to submit a complete and responsive proposal:

- Appendix A Request for Proposal

2. Your offer comprising a technical proposal and a financial proposal, in accordance with the guidelines in Request for Proposal/Terms of reference, should reach the following address by the submission deadline:

National Project Manager
National Energy Efficiency & Conservation Authority (NEECA)
Building, Sector G-5/2, Islamabad
Telephone No. 051-9206004, Fax No. 051-2272182
Email: - neeca.enlighten@gmail.com

3. Requests for additional information should be addressed to the above-mentioned officer in writing in accordance with the guidelines in Request for Proposal/Terms of reference.

4. Your technical and financial proposals should reach at the address given above on **5th October 2020 at 11:00 am** or before the last date mentioned for submission. Late submission of proposals will not be entertained. The bids will be opened on the same date **at 11:30 am** in the NEECA building.

Regards.

National Project Manager
Energy Efficient Lighting Project
National Energy Efficiency and Conservation Authority/UN Environment

REQUEST FOR PROPOSAL

National Project Manager

(UN Environment/)

National Energy Efficiency & Conservation Authority (NEECA)

Building, Sector G-5/2, Islamabad.

Contact No. 051-9206004

**Delivering the Transition to Energy Efficient Lighting in Residential, Commercial,
Industrial and Outdoor Sectors in Pakistan.**

Hiring of Service for

**Developing Web Portal for Registration of Manufacturers and Their Products to
Comply with Minimum Energy Performance Standards (MEPS) For Transition from
Conventional Lighting to Energy Efficient Lighting Using Light Emitting Diodes
(LEDs).**

**NATIONAL ENERGY EFFICIENCY & CONSERVATION
AUTHORITY (NEECA)**

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1 Instructions to Prospective bidders

- a. The purpose, nature and cost of the services required by means of this RFP are elaborated in the Terms of Reference (TOR).
- b. The Prospective bidder shall bear all costs associated with the preparation and submission of the Proposal, NEECA will not be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

1.1 Solicitation of Documents

a. Contents for solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Prospective bidder is expected to examine all corresponding instructions, forms, terms and conditions contained in the Solicitation Documents. Failure to comply with these documents will be at the Prospective bidder's risk and may affect the evaluation of the Proposal.

b. Clarification/Additional Information of solicitation documents

A prospective bidder requiring any clarification/ additional information of the Solicitation Documents may notify NEECA in writing at the mailing address indicated in the RFP. NEECA will respond in writing to any request for clarification/ additional information of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the Solicitation Documents through email.

c. Amendments of solicitation documents

- i. At any time prior to the deadline for submission of Proposals, NEECA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Solicitation Documents by amendment.
- ii. All prospective bidders that have received the Solicitation Documents will be notified in writing through email of all amendments to the Solicitation Documents.
- iii. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, NEECA may, at its discretion, extend the deadline for the submission of Proposals.

1.2 Preparation of Proposal

a. Language of the proposal

The Proposals prepared by the Prospective bidder and all correspondence and documents relating to the Proposal exchanged by the Prospective bidder and NEECA shall be in the English language.

b. Documents comprising the proposal

The Proposal shall comprise the following components:

- i. A covering letter from the Prospective bidder that is in accordance with Annexure C;
- ii. A technical proposal, including documentation to demonstrate that the Prospective bidder meets all requirements.
- iii. A financial proposal completed.
- iv. Bid Bond at the rate of 3.0% of the total financial bid, in the shape of demand draft/ pay order in favor of “Energy Conservation Fund”.
- v. CVs of Proposed Personnel’s.

1.2.1 Technical Proposal

a. Preparation of Technical Proposal:

In the detailed technical proposal, the Prospective bidder(s) will be required to provide information as itemized in the “Selection Criteria” and the Prospective bidder shall structure its technical proposal as follows:

- i. Expertise of Prospective bidder (excluding letters of association, if any).
 - This section should highlight the corporate capability of the Prospective bidder, including the year and state/country of incorporation and a brief description of the Prospective bidder’s past and present activities. Publicity material such as brochures and other printed matter should not be included in the proposal.
 - If the Prospective bidder is a consortium, joint venture or association of two or more legal entities, this should be clearly stated, the lead entity clearly identified, and an association letter as per Annexure-E, addressed to the lead entity by its partners included in the technical and financial proposals.
- ii. Proposed Approach and Work Plan (excluding annexes, if required).
 - This section should demonstrate how the Prospective bidder proposes to undertake each of the activities required by the TOR in order to meet or exceed the requirements. This should include the approach proposed by the Prospective bidder for the development of the web registry for lighting.
 - A clear timetable showing the timing of each activity and the dates of delivery of the outputs and deliverables identified in the TOR must be provided.
 - All the management arrangements, including arrangements for supervision, quality assurance, logistics, etc. should be addressed in this section of the proposal.
- iii. Proposed Personnel (maximum two pages for introduction/overview, team leader’s curriculum vitae and other proposed personnel).
 - All the proposed personnel must be identified by name and the position assigned in relation to the TOR.
 - Only information that is directly relevant to the requirements of the TOR should be provided.
 - Undertaking by all proposed personnel as per Annexure-D.
- iv. **General instructions**

- The technical proposal should not contain any financial information whatsoever on the services offered. Financial information shall be separated and only contained in the financial proposal.
- Information which the Prospective bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.
- If the leading firm / corporate entity does not have all the expertise for the conduct of assignment, there is no objection to the lead firm / corporate entity associating with other firms or entities not bidding on their own or associating with other bidders for the purpose of this assignment. In such a case, the proposal must include an undertaking of association from the associating firm(s)/ Corporate entities(s). Sample of undertaking is attached as Annexure-E.
- During the term of agreement, the consulting firm/Corporate entity shall not change, without prior approval of NEECA, the team of professional(s) and/or association with other entities as originally proposed in the technical proposal. NEECA reserves the right to reject any such proposed change(s).
- The Prospective bidder(s) must include at least one reference in the proposal for verification by NEECA. If deemed appropriate, NEECA may visit the offices of bidder(s) at any stage for the purpose of technical evaluation before awarding the contract.

1.2.2 Financial Proposal

a. Preparation of Financial Proposal and its Validity:

- i. Each Financial proposal for the whole communication assignment will relate to the estimates of the cost of undertaking each task/assignment. The total cost (grand total) should be all-inclusive, lump-sum amount (fixed price) in Pak Rupees. **Open-ended financial proposal shall be rejected.**
- ii. The Prospective bidder (s) shall hold the financial proposal valid for at least Six (06) Months from the last date of submission of proposals, during which time the Prospective bidder will maintain, without change, the cost and the personnel proposed for the assignment. NEECA will make every effort to select a consulting firm/Corporate entity within this period.
- iii. The Prospective bidder shall provide a detailed budget for satisfactory completion of required services, and this budget shall provide for all the costs which the TOR requires the Prospective bidder to bear. The budget must be consistent with all aspects of the technical proposal, including the approach, work plan, activities, outputs, personnel and level of effort proposed by the Prospective bidder.
- iv. A separate line item for the level of effort, unit rate and cost of each consultant/firm’s services should be provided. Similarly, the Prospective bidder must show separate line item estimates, including unit rates, for all significant out-of-pocket costs (e.g., travel, hotel, communication, vehicle rental, printing and publication, etc.).

b. **Proposal Currency**

All prices shall be quoted in Pak Rupees.

c. **Period of validity of proposals**

- i. Proposals shall remain valid for Six (06) Months from the last date of submission of proposals. A Proposal valid for a shorter period may be rejected by NEECA on the grounds that it is non-responsive.
- ii. In exceptional circumstances, NEECA may solicit the Prospective bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made

in writing. Any Prospective bidder granting the request will not be required nor permitted to modify its Proposal.

2 Submission of Proposals

a. Sealing and marking of proposals

i. The Prospective bidder shall seal the Proposals in one outer and two inner envelopes, as detailed below:

I. The outer envelope shall be addressed to the officer identified in the RFP, and marked **RFP: “Developing Web Portal for Registration of Manufacturers and Their Products to Comply with Minimum Energy Performance Standards (MEPS) for Transition from Conventional Lighting to Energy Efficient Lighting Using Light Emitting Diodes (LEDs).”**

II. Both inner envelopes shall indicate the name and address of the Prospective bidder. The bidder(s) will submit 3 copies of technical proposal with the copies duly marked “Copies” and three 3 copies of financial proposal with the copies duly marked “Copies”, placed in separately sealed envelopes, clearly and appropriately marked as “Technical and Financial Proposal” respectively. These two sealed and clearly marked envelopes should then be placed in an outer envelope. If the inner envelopes are not sealed and marked as per the instructions in this clause, NEECA will not assume responsibility for the Proposal’s misplacement or premature opening.

III. The envelopes must also clearly bear the instructions as:

“Do not open, except in the presence of Consultant/firm/Selection Committee (SC)”

ii. All the pages of the financial proposals should be initialed by the person or persons duly authorized for signing the proposals. The proposals must contain no interlineations or overwriting except as necessary to correct errors made by the Consulting Firm /Corporate Entity. In that case the person or persons signing the proposal must initial such corrections.

iii. Bid Bond at the rate of 3.0% of grand total amount of financial proposal applied by the bidder in the form of Bank Draft/Pay Order shall be submitted by the Consulting firm/ Corporate entity in the name of **Energy Conservation Fund** along with the financial proposal. This bid bond will be forfeited in case of non-compliance to the terms by the selected consulting firm/ Corporate entity as a penalty. Upon successful completion of assignment, the bid bond will be returned to the Prospective bidder. After evaluation of Proposals by the Selection Committee (SC), the bid bonds will be returned to the rejected (unsuccessful) Prospective bidders. If the bid bond is not accompanied with the proposals, the proposals will be rejected.

b. Deadline for submission of proposals

i. Proposals must be received by NEECA at the address specified in the RFP, no later than the date and time indicated in the RFP.

ii. NEECA may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause sec (1.1), clause (c):

Amendments of Solicitation Documents, in which case all rights and obligations of NEECA and Prospective bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

c. Late Proposals

Any Proposal received by NEECA after the deadline for submission of proposals shall be rejected.

d. Modification and withdrawal of Proposals

- i. The Prospective bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by NEECA prior to the deadline prescribed for submission of Proposals.
- ii. No Proposal may be modified subsequent to the deadline for submission of proposals.
- iii. No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Prospective bidder in its covering letter.

3 Opening and Evaluation of Proposals

a. Clarification of proposal

To assist in the examination, evaluation and comparison of Proposals, NEECA may at its discretion, ask the Prospective bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

b. Preliminary examination

- i. NEECA will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
- ii. Prior to the detailed evaluation, NEECA will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.
- iii. A Proposal determined as not substantially responsive will be rejected by NEECA and may not subsequently be made responsive by the Prospective bidder by correction of the non-conformity.

c. Evaluation of Proposals

The evaluation of the bids will be done on Technical as well as Financial basis, which will be on **80-20 rule**, i.e., 80% weightage will be given to Technical Bids and 20% to Financial Bids.

To qualify the technical evaluation, the Prospective bidder(s) will have to secure at least 70% marks and be within 10% of marks secured by the highest placed bidder(s). Aggregate scores below 70% shall mean that the proposal is not responsive, while the responsive proposal shall be rated in the range of 70 - 100 per cent. A technical proposal is liable to be considered not responsive, in case it does not contain any information or does not follow the instructions as specified in the “Request for Proposal”.

3.1 Evaluation Criteria

i. Professional Capability of Consulting Firm / Corporate Entity 20% Marks

The consulting firm / company are expected to be equipped with professional skills to carry out all the tasks of the scope of work of this assignment effectively and efficiently.

- General experience (design, presentation, execution) 10% Marks
- Specific Experience (awareness campaigns) of same nature and scope. 10% Marks

ii. Proposed Personnel 20% Marks

(A) Team Leader 10% Marks

Team leader should have appropriate qualifications, experience and expertise in computer based program writing for completing the activity described in the terms of reference. He should be a at least a graduate in computer from HEC recognized university with 10 years’ experience with demonstrable projects to his credit.

(Higher qualifications and experience will be preferred.)

(CV of the team leader must include information on at least 2 successful completed projects related to web registry, including information on when and for whom the activities were undertaken.)

(B) Other Professionals (Team Members) 10% Marks

Qualifications, capabilities and adequacy of key professional staff proposed to complete the assignment described in the terms of reference.

iii. Methodology, Work plan, Innovation 40% Marks

- Demonstration of understanding of the objectives 10 % Marks
- Quality and adequacy of proposed methodology to be used in the web based program development. 10 % Marks
- Innovativeness and Proposed presentation 10% Marks
- Work plan/schedule/organization of work. 10% Marks

iv. Financial Bids.

The financial bid must be cost-effective without compromising on the quality of the Technical Bids. **20% Marks**

Total:

100% Marks

4 Cost of Assignment.

The total allocated cost for the project will be **PKR 4,500,000/-** (Pakistan Rupees Four Million Five Hundred Thousand Only) for “Developing Web Portal for Registration of Manufacturers and their Products to Comply with Minimum Energy Performance Standards (MEPS) for Transition from Conventional Lighting to Energy Efficient Lighting using Light Emitting Diodes (LED).”

5 Award of Contract

a. Award criteria, negotiation and award of contract

- i.** NEECA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Prospective bidder or any obligation to inform the affected Prospective bidder or Prospective bidders of the grounds for NEECA’s action. For purposes of transparency, however, NEECA may allow any Prospective bidders who requests to examine the results of the technical and financial evaluation of all proposals within the premises of NEECA.
- ii.** The Selection Committee (SC) shall evaluate the technical proposal received before deadline. The consulting firms/ companies who are technically qualified will be invited for a meeting to open financial proposals. The SC will determine if the financial proposals are complete and without computational errors, and they will be adjusted to correct any arithmetical errors.
- iii.** NEECA does not bind itself by the issuance of this "Request for Proposal" for selecting any consulting firm/ corporate entity and reserves the right to alter, add to, reduce, or cancel the services to be provided without assigning any reason.
- iv.** NEECA shall negotiate with the first-ranked Prospective bidder to obtain the best value for money in relation to the TOR. NEECA reserves the right to demand any such change in personnel, approach and work plan that would enable the Prospective bidder to improve its responsiveness to the TOR.
- v.** Prior to the expiry of the period of proposal validity, NEECA will award the contract to the qualified Prospective bidder after combined evaluation of technical and financial proposals, and with whom NEECA has successfully concluded contract negotiations on Work Plan / TORs etc.

b. Signing of the agreement

Within 07 (seven) days of receipt of the agreement the successful Prospective bidder with whom an agreement has been successfully negotiated shall sign and stamp the agreement and return it to NEECA.

6 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firms who submitted the proposals or to other persons not officially concerned with the process, until the successful firm has been notified that it has been awarded the contract.

7 Payment terms/Schedule

After the award of contract, the assignment is required to be completed within **04 months**. Phases of the assignment (as per ToRs) will be conducted in a sequence (one after the other). NEECA will make payments, subject to the satisfactory approval of work for each task. Delivery of work and payment schedule will be as given below:

- i. **20%** of the cost of Web Registry and Portal Development will be paid as mobilization advance upon conducting of Orientation Meeting with NEECA. The minutes of the meeting will be issued by the hired firm/entity.
- ii. **20%** of the cost of Web Registry and Portal Development will be paid on development and presentation of content subject to acceptance by SC of NEECA.
- iii. **30%** of the cost of Web Registry and Portal Development will be paid upon successful implementation and practical demonstration of registry on web. This payment will be inclusive of the memory space required subject to acceptance by SC of NEECA.
- iv. Remaining **30%** of the cost of Web Registry and Portal Development will be paid upon submission of final work and report to the entire satisfaction of the SC.
- v.

7 Delay and Non-Compliance

- i. Full amount of bid bond shall be forfeited by NEECA;
 - a) In case the consultant/firm doesn't comply with the terms of reference, or
 - b) Withdraws its bid after award of contract.
- ii. In case the consultant/firm doesn't deliver, the requisite deliverables by the specified time frame, NEECA reserves the right to
 - a) Deduct Rs. 2,000/- per day from final payment until the completion of work, or
 - b) If the total deducted amount becomes equivalent to the bid bond value, the contract shall be terminated by NEECA and the full amount of bid bond shall be forfeited in favor of NEECA.

Terms of Reference

1. Background Terms of Reference

CONSULTING SERVICES FOR “DEVELOPING WEB PORTAL FOR REGISTRATION OF MANUFACTURERS AND THEIR PRODUCTS TO COMPLY WITH MINIMUM ENERGY PERFORMANCE STANDARDS (MEPS) FOR TRANSITION FROM CONVENTIONAL LIGHTING TO ENERGY EFFICIENT LIGHTING USING LIGHT EMITTING DIODES (LEDS).”

The National Energy Efficiency & Conservation Authority (NEECA) is an attached Department of Ministry of Energy (Power Division) and is the focal federal agency to capture the substantial economic and environmental benefits available through energy conservation and efficiency in all sectors of economy.

A. Project Background and Objective

Background

The National Energy Efficiency and Conservation Authority (NEECA) is implementing the “Delivering the Transition to Energy Efficient Lighting in Residential, Commercial, Industrial and Outdoor Sectors in Pakistan” project, funded by GEF/UN Environment. The objective of the Project is to secure significant global climate change mitigation and environmental benefits by instituting efficient lighting policies and creating a framework for innovative financial mechanisms that promote innovative and high efficiency products. The project objective will be achieved through implementation of the four project components, including:

- Component 1: Developing a National Efficient Lighting Strategy
- Component 2: Strengthening monitoring, verification and enforcement (MVE) capacities in Pakistan to ensure an effective transition to efficient lighting
- Component 3: Design for a “Lighting Funding Window” in Pakistan’s Revolving Loan Fund (RLF)
- Component 4: Accelerating the use of light emitting diodes (LEDs) and controls

The Project will be implemented over a 12-month period and is expected to achieve GHG emission reductions through the displacement of electricity generation from fossil-fuelled power plants. and UN Environment are seeking a qualified national firm to create and conduct an awareness/communication campaign to support speeding up the transition from non-efficient lighting sources to efficient lighting sources using Light Emitting Diodes (LEDs) for the implementation of part of Component 4.

Objective

The objective of the project is to create a web portal and its data processing program on the back end for registration of lighting vendors and products for evaluation and approval by NEECA for use/Sale in Pakistan as per the set standards of NEECA.

This registry will be design in a flexible manner so as to add other than lighting products using the same program.

B. Scope of Work

In consultation with the Project Management Unit (PMU), the selected firm is expected to develop an approach and methodology for “Developing Web Portal for Registration of Manufacturers and Their Products to Comply with Minimum Energy Performance Standards (MEPS) For Transition from Conventional Lighting to Energy Efficient Lighting Using Light Emitting Diodes (LEDs).” The scope covers the below:

1. PRS Development

The online web registration portal to be developed must focus on Interaction Design and User Experience. It should be visually and aesthetically pleasing and offer a user-friendly navigation. The design and functionality will be consistent across all pages/sections. Standard operating procedures (SOPs) will be developed for all data entry points to clarify roles and responsibilities for users at each level. Application should be compatible with all current web browsing technology

2. SRS (Software requirement specification) Development

The first and foremost component is the development and finalization of the system’s requirement specification document which will serve as the base of the application’s required functionality.

3. Database Development

- a) Initializing Database (primary and related)
- b) Configuration of portal objects, such as user and group configurations, document records, and administrative objects etc.
- c) Configuration of checklists, roles, administrators’ tables, to be later used as input to admin dashboards
- d) Creation of vendors’ pool and products

4. Web Portal Design

Wireframes will be created for all portal modules based on the portal functionality.

5. Applicant Portal Development

Ability of the system to collect and store vendors’ data, create and maintain personal accounts for applicants/users. Implementation of User roles and user interaction with applicant portal.

Applicant/vendors will be registered online into the system through this module for profile development and product detailed specifications. The registered applicant will be able to invite the sub account holders into the system. The registered vendors shall be able to Bulk-upload the products data (including associated files such as laboratory test reports) and also manage the product registration lifecycle (registration validity for a predetermined period.

6. Regulator Portal Development

Ability of the system to store and display information to regulators and their interaction with the system to approve/reject applicant registrations. Implementation of User roles and user interaction with applicant portal based on the roles and responsibilities defined for regulators.

The regulator portal will be used for decision making and evaluation. Regulator and regulation integration for easy decision making and evaluation. The registered applicants along with products will be shown on this portal for approval or rejection. Registration of approved products may be revoked if they are found to be non-compliant during the MVE stage, etc.)

7. Custom Portal Development

Ability of the system to collect, create and maintain personal accounts for custom users. Implementation of user roles and responsibilities, as well as user interaction with the portal based on the requirement.

8. Administrator Portal Development

Administration control through Administration Module/portal. The administration modules shall include at least:

- a. User account management
- b. User groups (roles) privilege configuration.
- c. Contextual help, text edit
- d. Upload of documentation/news to platform for other user roles
- e. Invite users to other accounts
- f. Changes/updates to MEPS/ELS performance levels due to future revisions

9. Public Portal Development

Public portal will help/guide the consumer in purchasing the product by comparing and contrasting models on variety of topics and also for calculating the energy consumption. This will also enable consumer to register complaints of suspected non-compliant products

10. Amendments in parallel

The amendment within the scope of the work (if any) will be developed and integrated into the system in parallel

11. Deployment of the Product

Deployment of the application on production for the use of the system

12. User Guide writing in parallel

User manual will be required for the ease of training and help for the end user of the system.

13. Web Portal Testing

Complete end to end testing and Quality Assurance of all features and troubleshooting to make sure that all features are working prior to launch.

14. Change Management

The portal should be scalable and flexible enough to accommodate changes at any point.

15. Training & Documentation

Documentation must include Administrator Guide and User Guide, along with training of staff on web portal.

16. Support and Maintenance

Proper support to be provided for troubleshooting of existing features

17. Integration with a database of different organizations (if any) should also be well integrated with the data access approvals of the relevant authorities. Expansion in 'Notification listing' may also be addressed clearly.
18. Email notifications.
19. Record search and filtering capabilities.
20. News/Help documents section
21. Fee processing system.
22. Energy Label automatic generation.
23. Physical Energy Label ordering system.
24. Monitoring, Verification and Enforcement functions (see PRS Specifications document for Model Regulations)
25. Report generation.
26. System logs to allow audit trails on registered products.
27. Integration with registered database of importers.
28. Integration with lighting importers sales registry (required to obtain tax-exempt import quotas)

The format of all deliverables will be agreed with the PMU during the assignment. All documents will be produced in English and will be submitted electronically and as hard copies to NEECA.

The web portal shall comprise the following Modules:

- Administration Module
- Applicants Module
- Regulator Module
- Customs/IOCO/FBR Module (recommended independent access)
- User Module

The web portal will consist of the below mentioned Roles defined

- System Administrator (Super Admin)
- Regulator Manager (User-1)
- Regulator Sub-Account (User-2)
- Custom Manager (User-3)
- FBR/IOCO Manager (User-?)
- Applicant Primary (User-4)
- Applicant Sub Account Holder (User-5)
- Public User (User-6)

C. Deliverable/Specific Outputs Scope of Work

The expected deliverables include

- GUI -mock-ups of the system (Wireframes)
- SRS
- Functional system with all features in scope
- User Manual of the system
- Technical Documentation of the system

The format of all deliverables will be agreed with the PMU during the assignment. All documents will be produced in English and will be submitted electronically and as hard copies to NEECA.

D. Duration of Assignment

04 months

General Conditions of Agreement

1. Legal Status

The Consultant/firm shall be considered as having the legal status of an independent consultant/firm Vis-à- Vis. The consultant/firm's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of NEECA.

2. Source of Instructions

The consultant/firm shall neither seek nor accept instructions from any authority external to NEECA in connection with the performance of its services under this agreement. The consultant/firm shall refrain from any action which may adversely affect NEECA and shall fulfill its commitments with the fullest regard to the interests of NEECA.

3. Consultant/firm's Responsibility for Employees

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

4. Assignment

The consultant/firm shall not assign, transfer, pledge or make other disposition of this agreement or any part thereof, or any of the consultant/firm's rights, claims or obligations under this agreement except with the prior written consent of NEECA.

5. Sub-Consultant/firm

In the event that the consultant/firm requires the services of sub-consultant/firm, the consultant/firm shall obtain the prior written approval from NEECA and clearance of for all sub-consultant/firms. The approval of NEECA of a sub- consultant/firm shall not relieve the consultant/firm of any of its obligations under this agreement. The terms of any sub-consultant/firm shall be subject to and conform to the provisions of this agreement.

6. Officials Not to Benefit

The consultant/firm warrants that no official of NEECA has received or will be offered by the consultant/firm any direct or indirect benefit arising from this consultant/firm or the award thereof. The consultant/firm agrees that breach of this provision is a breach of an essential term of this consultant/firm.

7. Indemnification

The consultant/firm shall indemnify, hold and save harmless, and defend, at its own expense, NEECA, 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 consultant/firm, or the consultant/firm's employees, officers, agents or sub-contractors, in the performance of this agreement. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the consultant/firm, its employees, officers, agents, servants or sub-consultant/firm's. The obligations under this Article do not lapse upon termination of this agreement.

8. Insurance and Liabilities to Third Parties

8.1 The consultant/firm shall provide and thereafter maintain insurance against all risks in respect of its personnel, property and any equipment used for the execution of this agreement that is required under the law of the land.

8.2 The consultant/firm shall, upon request, provide with satisfactory evidence of the insurance required under this Article.

9. Encumbrances/Liens

The consultant/firm 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 against any monies due or to become due for any work done or materials furnished under this agreement, or by reason of any other claim or demand against the consultant/firm.

10. Title to Equipment

Title to any equipment and supplies that may be furnished by shall rest with NEECA and any such equipment shall be returned to NEECA at the conclusion of this agreement or when no longer needed by the consultant/firm. Such equipment, when returned to NEECA, shall be in the same condition as when delivered to the consultant/firm, subject to normal wear and tear. The consultant/firm shall be liable to compensate for equipment determined to be damaged or degraded beyond normal wear and tear.

11. Copyright, Patents and Other Proprietary Rights

NEECA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this agreement. At NEECA's request, the consultant/firm shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to NEECA in compliance with the requirements of the applicable law.

12. Use of Name, Emblem or Official Seal of

The consultant/firm shall not advertise the fact that it is a consultant/firm with NEECA, nor shall the consultant/firm, in any manner whatsoever use the name, emblem or official seal of NEECA, or any abbreviation of the name of NEECA or NEECA in connection with its business or otherwise.

13. Confidential Nature of Documents and Information

13.1 All reports, drawings, photographs, recommendations, estimates, documents and all other data compiled by or received by the consultant/firm under this agreement shall be the property of NEECA, shall be treated as confidential and shall be delivered only to authorized officials on completion of work under this agreement.

13.2 The consultant/firm may not communicate at any time to any other person, Government or authority external to NEECA, any information known to it by reason of its association with NEECA which has not been made public except with the authorization of NEECA; nor shall the consultant/firm at any time use such information to private advantage. These obligations do not lapse upon termination of this agreement.

14. Force Majeure; other Changes in Conditions

14.1 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 which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the consultant/firm shall give notice and full particulars in writing to NEECA, of such occurrence or change if the consultant/firm is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this agreement. The consultant/firm shall also notify NEECA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this agreement. The notice shall include steps proposed by the consultant/firm to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, NEECA shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the consultant/firm of a reasonable extension of time in which to perform its obligations under this agreement.

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

15. Termination

15.1 Either party may terminate this agreement for cause, in whole or in part, upon thirty day's notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this agreement.

15.2 In the event of any termination by NEECA under this Article, no payment shall be due from NEECA to the consultant/firm except for work and services satisfactorily performed in conformity with the express terms of this agreement. The consultant/firm shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.3 Should the consultant/firm be adjudged bankrupt, or be liquidated or become insolvent, or should the consultant/firm make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the consultant/firm NEECA may, without prejudice to any other right or remedy it may,

terminate this agreement forthwith. The consultant/firm shall immediately inform of the occurrence of any of the above events.

16. 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, or relating to this agreement 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 Arbitration Act, 1940.

17. Observance of the Law

The consultant/firm shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this agreement.

18. Authority to Modify

No modification or change in this agreement, no waiver of any of its provisions or any additional contractual relationship of any kind with the consultant/firm shall be valid and enforceable against NEECA unless provided by an amendment to this agreement signed by the authorized official of NEECA.

19. Taxation

Income Tax, Sales Tax or any other applicable tax will be deducted from the payments as per provisions of the Income Tax Ordinance 2001.

**Points for Inclusion in Prospective Bidder's
Covering Letter**

Mandatory

- The date of submission must be clearly indicated.
- Use letterhead or provide the complete address, telephone number and facsimile number.
- The Prospective bidder must confirm that the services specified in the solicitation documents, including the TOR, will be completed within the time stipulated by NEECA in these documents.
- The Prospective bidder must confirm that the technical and financial proposals are valid for Six (06) months from the date of submission of proposals.
- The signatory must be an authorized officer of the Prospective bidder.
- The covering letter should not be longer than 1,500 words.

Optional

- Briefly state, in two or three paragraphs, why you feel qualified to offer the services required by NEECA.
- Provide the name of the contact person and relevant contact information, such as telephone number, email address and mobile phone number.

Undertaking
For professional(s)/consultant/firm(s)

I, the undersigned, hereby permit M/s. _____
to designate me as a professional in their technical proposal specifically for the purpose of completing
the activities mentioned in Scope of Work. Further, I confirm my availability during the term of
conduct of this activity.

Signature: _____

Name: _____

Date: _____

**Undertaking
(For associating firm(s)/entities –on the letterhead)**

We hereby confirm our association with M/s. _____.

Specifically, for jointly completing the activities mentioned in Scope of Work.

Signature: _____

Name: _____

Date: _____