REQUEST FOR PROPOSAL

"Hiring the Services of firm (s) for conducting awareness and outreach activities for behavior modification about Energy Efficiency and Conservation (EE&C) measures in Pakistan"

April 2023

National Energy Efficiency and Conservation Authority (NEECA)



Ministry of Science & Technology Government of Pakistan

Table of Contents

1	Mandatory Eligibility Criteria Checklist	4
2	Definitions	
3	National Energy Efficiency and Conservation Authority (NEECA)- The Authority	
4	Instructions for Bidders	
5	Solicitation Document	7
6	Preparation of Proposal	8
7	Submission, Receipt, and Opening of Proposal	10
8	Proposal Evaluation	12
9	Evaluation of Technical Proposals	13
10	Financial Proposals	
11	Combined Score	15
12	Availability of Management Team	16
13	Award of Agreement	16
14	Confidentiality	16
15	Conflict of Interest	16
16	Fraud and Corruption:	17
17	Clarification Request/Amendment	18
	RT B	
TE	RMS OF REFERENCE	19
18	Background	20
19	Scope of Work	20
20	Specific Tasks	21
22	Deliverable(s)	21
25	Information Required:	23
26	General Information on Organization	23
27	Specific Information on relevant Experience	23
PA	RT C	24
FO	RMS TO BE SUBMITTED WITH THE PROPOSAL	24
29	Technical Proposal - Standard Forms	25
B1.	Technical Proposal Submission Form	26
B2.	Firms/Bidders Profile	27
В3.	Firm's competence and experience in completing projects of a similar nature in a timely and	
effi	cient manner	28
B4.	- General Experience of conducting awareness and outreach activities	29
B5.	- Proposed methodology and timeline	30
B6	-Qualification & Competence of the proposed Team	31
В7	— Members of the project Team	33
C1.	- Financial Proposal Submission Form	34
	- Summary of Costs	
	- Breakdown of Price per Activity	
	- Breakdown of Remuneration per Activity (where applicable)	
	- All other Operational Expenses (Itemized List)	
	nexure A	
Anı	nex B	40

PART-A DEFINITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS

1 Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that the following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of the Proposal. Non-submission of any one of the following applicable requirements shall result in disqualification:

#	Mandatory Eligibility Criteria Checklist	Mark
		✓ or×
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check, otherwise put a Cross in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check, otherwise put a Cross in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (for public sector entity),	
	(If applicable, please check, otherwise put a Cross in the Mark Column).	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active taxpayer and has submitted its tax return for the preceding fiscal year. Taxpayer list serial number (downloadable from FBR's website) is also to be mentioned.	
7.	Two separately sealed envelopes: Envelope #1 shall clearly bear the name "Technical Proposal for Provision of Sorvices of "A warraness and Outreach for EF&C"	

Two hard copies of Technical Proposal, one marked as Original, and one marked as Copy* must be submitted with one soft Copy in Flash Disk. Bidders are to make sure that the Financial Proposal is **not** part of the Technical Proposal in any form.

*Additional hard copy of technical proposal is not a mandatory requirement.

8. Envelope #2 shall clearly bear the name "Financial Proposal for Provision of Services of "Awareness and Outreach for EE&C"

Financial Proposal must be submitted in one hard copy and one soft copy Flash Disk in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).

Note: Bidders are required to submit the *filled*, *signed & stamped copy of the above checklist* along with the proposal.

2 Definitions

This is Request for Proposal, unless the context provides otherwise:

- **a.** "Agreement" means an agreement concluded between Authority and the Successful Bidder". (See Annexure B).
- **b.** "Board" means the Board of Directors of the National Energy Efficiency and Conservation Authority (NEECA).
- **c.** "Bidder" means any company/firm who has responded to this RFP by submitting a formal proposal/bid.
- **d.** "Authority" means National Energy Efficiency and Conservation Authority (NEECA) established through Act of Parliament (NEECA Act 2016), with its office at NEECA Building G-5/2, Pakistan."
- **e.** "Date of Issue" means the date on which this RFP is issued by Authority to solicit bids from potential bidders for Organizational Transformation."
- **f.** "Day" means calendar day.
- **g.** "Request for Proposal (RFP)" means set of documents prepared by the National Energy Efficiency and Conservation Authority (NEECA) to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- h. "Scope of Work" means the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Authority."
- i. "Successful Bidder" means a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work".
- **j.** "Terms of Reference" (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

3 National Energy Efficiency and Conservation Authority (NEECA)- The Authority

National Energy Efficiency and Conservation Authority (NEECA) is established through NEECA Act 2016 as a federal regulatory body under the Ministry of Science & Technology. NEECA has been mandated with promotion, implementation and regulation of energy efficiency and conservation (EE&C) through its provincially designated agencies across Pakistan.

4 Instructions for Bidders

This document contains all the information pertinent to our solicitation and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Authority, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the Authority. The selection of bidders will be on quality and cost-based selection methodology as provided in the bidding document.

5 Solicitation Document

5.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the scope of work/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.

5.2 Sale of Bidding/Tender Documents:

The bidding documents can be downloaded from www.neeca.gov.pk; or can be obtained from in person at National Energy Efficiency and Conservation Authority (NEECA) office without any fee.

In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Authority may terminate the agreement by providing one month's written notice to the successful bidder without any further obligation or compensation on the part of the Authority.

6 Preparation of Proposal

6.1 Language of the Proposal

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Authority shall be in writing and in English Language.

6.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) and all payments will be made in PKR.

6.3 Period of Validity of Proposal

Proposals shall remain valid for 90 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, Authority may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

6.4 Supporting Documents

While preparing the Technical Proposal, the bidding firm shall ensure that it provides the Authority with documentary evidence. Since the evaluation committee will evaluate the bids solely based on the documentary evidence submitted in accordance with the technical evaluation criteria.

6.5 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with The Authority are not reimbursable.

6.6 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

Technical Proposal

The Technical Proposal is to consist of the following:

- a) Checklist (Mandatory Documents required with the Proposal) Page 2
- b) Technical Proposal Submission Form B1
- c) Firms/Bidders Profile Form B2
- d) Firm's competence and experience in completing projects of a similar nature (Energy & Power Sector) in a timely efficient manner *Form B3* and
- e) General Experience of conducting awareness and outreach activities Form B4
- f) Proposed methodology and timeline Form *B5*
- g) Competence of team and sample of work Form B6
- h) Members of the project Team (Summary) Form B7

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum five of their most relevant/similar nature assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.

Team structure proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant *Forms*. CVs should provide details of projects undertaken and completed by the individual.

Technical proposal should not contain any financial information. <u>Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.</u>

Financial Proposal

Financial proposal should include the details of all the incurring services charges (itemized)

6.7 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

6.8 Format and signing of proposal

The proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by bidder's authorized person. The proposals shall be clear and elaborate. Different parts of the proposals shall be separated using color separators, flags, or tags.

Note: The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.

7 Submission, Receipt, and Opening of Proposal

- **7.1** Proposals will be accepted and evaluated using One Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)-Annexure-A.
- 7.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format (Form B1 & CI) in separate envelopes.
- 7.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- **7.4** Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 7.5 Bidder is required to submit one original and one hard copy of Technical Proposal along with all supporting documents.
- **7.6** One **flash disk** containing an electronic copy (labelled 'Electronic Copy') of all proposal documents in PDF format (**excluding the Financial Proposal**) must be provided with the Technical Proposal. In the event of any discrepancy between the

Original Proposal and the Electronic Copy, the former shall be deemed as the accurate proposal.

The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment "Provision for Services of "Awareness and Outreach for EE&C" with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked "DO NOT OPEN BEFORE SUBMISSION DEADLINE".

(The Authority) shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

7.8 The Proposal must be sent to the following address and received by the Authority not later than the time and the date indicated in RFP document:

Title/Position:	Administrative Officer
Telephone:	+92-51-9209026
Fax:	+92-051-9202657
Email address:	info@neeca.gov.pk
Official Postal address:	National Energy Efficiency and Conservation Authority (NEECA), NEECA Building G-5/2 Islamabad, Pakistan

- **7.9** Bidders must submit their response to The Authority by registered post/ courier or by hand to the official postal address of The Authority before or on submission deadline mentioned in the RFP document.
- **7.10** Any proposal received by The Authority after the deadline for submission shall be returned unopened.

- **7.11** The Authority reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.
- **7.12** The Authority shall open the Technical Proposal on the same day after the submission deadline. The firms/companies who will qualify for the Technical Proposal will be informed about the opening date of Financial Proposal.

7.13 Key Activities & Timeline

The tentative timeline set out herein represent the Authority's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

S. No	Activity	Timeline
1	RFP Issuance	11 th April 2023
2	Proposal Submission Deadline Package 01 at 11:00 AM and bids opening at 12:00 PM	26 th April 2023
3	Proposal Submission Deadline Package 02 at 2: 30 PM and bids opening at 3:00 PM	26 th April 2023
3	Opening of Technical Proposal (in front of bidders present at NEECA Building, G-5/2 Islamabad	26 th April 2023
4	Opening of Financial Proposal (in front of bidders present at NEECA Building, G-5/2 Islamabad Package 01 at 11:30 AM Package 02 at 2:30 PM	27 th April 2023
5	Award of Contract	TBA

Proposal Evaluation

8.1 From the time the Proposals are opened to the time evaluation report is announced, the bidders should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder to influence the Authority in the evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However, the Authority may contact the

bidder for seeking clarification of any aspect of technical proposal or demand any missing information.

- **8.2** Evaluators Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- **8.3** Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 80% and financial evaluation will carry 20% weightage respectively.

9 Evaluation of Technical Proposals

During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least 60 out of 80 marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than 60 marks out of 80 in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Authority will evaluate the technical proposals based on their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

Sr. No	Technical Evaluation Criteria	Total Marks	Sub Marks
	Firm/Bidder Profile (Registered, Age, Location, No of Employees)	TVIMI IN	
	Form B-2		0.5
A	Registered Age (03 Year Minimum)	15	05
	Competence of the proposed team (experienced and qualified staff will be considered only), Company Goodwill		10
	Firm Competence & Experience in Competing Projects of a similar nature in a timely and efficient manner:		
В	• Experience of working with Federal/Provincial Ministries and aligned departments. Preferably, having experience in energy sector Awareness and outreach activities (Form B-3)	15	10
	• Focused Experience of the Firm (Form B-4)		05
	Innovative Idea and Sample Work (Form B6 & B7)		5
C	Innovative ideas about EE&C awareness campaigns/outreach activities	10	5
	 Proof for the provision of relevant quality services (reports, samples, certificates) 	10	5
	Quality of Services		
D	Details about the approach for handling the awareness and outreach activities/ quality of content	15	15
	Methodology +Timelines		
Е	Proposed Methodology & Timeline to ensure transparency and accuracy (Form B-8)	15	15
	Financial Strength and Audit Reports		5
F	 Size of the delivered projects (2) + financial statement for last two years 	10	
	Audit reports of the firm (two years at least)		5
	Total Marks	80	
	Minimum Qualification Marks Required	60	

Note: It is the responsibility of the bidders to ensure provision of sufficient documents to the Authority, along with the proposal, to evaluate the bids solely on the basis of the documentation submitted.

10 Financial Proposals

- a. After the evaluation and approval of technical proposal, the Authority shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered nonresponsive, that their Financial Proposals will be returned unopened after completing the selection process. The Authority shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time, and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow the interested bidder sufficient time to make arrangements for attending the financial opening.
- b. Before opening of financial bid, technical score of qualified bidders shall be read aloud during financial bid opening session.
- c. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of their activities or items.
- d. Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 20 points.

11 Combined Score

- Technical Score (TS) of qualified bidder shall be added to financial score.
- Combined Score (Total Score) = Technical + Financial
- All bidders will be ranked based upon the combined technical and financial score.

12 Availability of Management Team

The successful bidder is bound to provide the services of the professional staff proposed in the technical proposal. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The bidder is bound to provide the substitute professional staff with the same technical strength with no delay after mutual agreement of both parties i.e., the bidder and the Authority.

No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Authority for another project.

13 Award of Agreement

After completing negotiations, the Authority shall award the Agreement to the selected bidder as per criteria. After agreement signature, the Authority shall return the unopened Financial Proposals of the non-responsive bidders.

14 Confidentiality

The Authority shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule no. 41.

15 Conflict of Interest

Without limitation on the generality of the foregoing, bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

a. Conflicting assignments

The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

b. Conflicting Relationships

The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Authority Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of firm evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.

The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Authority in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.

Current employees of the Authority shall not work as and for the bidder.

16 Fraud and Corruption:

- **16.1** The Authority requires the bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Authority defines, for the purpose of this paragraph, the terms set forth below as follows:
 - **a.** "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Authority in the selection process or in agreement execution;
 - **b.** "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - **c.** "Collusive practices" means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

- 16.2 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement. The Authority will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Authority may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority funded project.
- **16.3** The Authority will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of proposals and agreement performance and have them audited by auditors appointed by the authority.

17 Clarification Request/Amendment

- 17.1 The bidder can request a clarification in RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's e-mail address indicated in the RFP document.
- 17.2 At any time before the submission of Proposals, the Authority may amend the RFP document by issuing an addendum in writing or by standard electronic means. The addendum shall be published in the local newspaper and uploaded at PPRA & Authority web site, and revised RFP document will be uploaded on Authority's Website and PPRA web site.

PART B TERMS OF REFERENCE

18 Background

National Energy Efficiency & Conservation Authority (NEECA) is a federal authority established under the National Energy Efficiency & Conservation (NEEC) Act 2016. NEECA has the mandate for initiating, catalyzing, and coordinating all energy conservation activities in different sectors (Agriculture, Industry, Transport, Building and Power) of the economy. EE&C has emerged as a key area of intervention in lieu of energy security and its role in climate change mitigation. NEECA formulated the first ever National Energy Efficiency & Conservation (NEEC) Policy 2022 to implement EE&C agenda in Pakistan.

Provision of reliable, affordable, efficient, secure, and clean energy has become the primary driver for sustainable economic growth of a country. (EE&C) under the Goal 07 of the Sustainable Development Goals (SDGs) is key component of all kinds of policies and planning for energy sector. Pakistan's current energy saving potential is approximately 10-12 Million Ton of Oil Equivalent (MTOE). National Energy Efficiency & Conservation Authority (NEECA) has taken certain initiatives as a part of its mandate to exploit this energy saving potential to curb the energy sector challenges. NEECA believes that there is realization about the importance of EE&C but lack of awareness about the technical information and energy consumption behavior has become a missed opportunity. Further, by not including EE&C practices in daily life caused the energy saving potential untapped.

NEECA has initiated various behavior modification activities at national level to create a culture of conservation for sustainable development. Mainly, NEECA has initiated Energy Talks/ Thursday Series to cover the key dimension of EE&C in key sectors of the economy to highlight its importance. Similarly, continuous efforts are being made for behavior modification through social media platforms in the form of short documentaries, visuals and facts about various EE&C measures and strategies. The findings of the technical reports, energy saving potential in different sectors, causes of wasting energy resources and energy performance standards of different equipment and appliances further needs massive awareness raising to contribute to national level energy saving targets.

19 Scope of Work

NEECA believes that behavior modification to conserve energy is not a simple task. It involves continuous efforts to inform the various stakeholders to adopt the best practices to save energy.

The scope of this consultancy service would be specific to scale up the existing awareness raising initiatives and to implement other behavior modification strategies.

The hired firm (s) will be responsible for highlighting the importance of EE&C measures in the form of short documentaries, creative content, animations, carton series, and dramas to be used for various platforms like digital, print & social media.

Technical activities will be conducted upon the approval of proposal and signing of an agreement between NEECA and contract winning firm (s) after the RFP stage. The expected duration of this consultancy service will be for 2 months.

20 Specific Directions

The service provider will be responsible for the following tasks:

- The firm (s)shall work to ensure in timely delivery of content as per the agreed deadlines
- The firm (s) shall be responsible to provide a strategy to the Directorate of Program, Planning, Innovation, Policy, and Research in line with the desired goals of the awareness and outreach content about EE&C
- The firm (s) shall manage all the supporting equipment/arrangements as necessary to create content
- The firm (s) shall develop quality digital content for sensitizing the need for energy efficiency and conservation in various sectors at a national level
- The firm (s) shall develop writing material on topics concerning energy efficiency and conservation
- The firm (s) shall create specific graphics/ posters/ pamphlets as and when directed by the NEECA management for supporting its objectives within the agreed deliverables subject to urgency of the task

21 Duration

Two months with effect from the date of signing of the agreement.

22 Deliverable(s)

The final deliverable of the assignment (s) will be:

Package 01

	Deliverables	Quantity
	Carousel post	5
	Videos for TVC (20 Seconds)	5
	Animated Videos for TVC (20 Seconds)	5
	Social Media Post Static	10
	Theatre Performance on EE&C (Concept Note)	01
	Infographics	6
Innovative Content	Q&A Session with experts on social media (30 minutes)	2
Creation	Testimonial videos for social media (less than 01 minute)	4
	Blogs	2
	Social Media Contest	2
	writing a short drama on EE&C	01
	Animated Cartoon series (less than 05 minutes)	1
	Social Media Pool	1
	Social Media Campaigning	60 days
Awareness Activities	Electronic Media Campaigning	60 days
	School Awareness Campaigning	60 days

Package 02

	Deliverables	Quantity
	Folders	10000
	Standees	50
	NEECA Kits (Bags, key rings, mug, Bottle)	100
	Shields	100
	Banners for railway stations & airports	50
	Certificates	10000
Printing	NEECA USB Drive	500
	NEECA Pen	10000
	Notebooks/ Drafting Pads	1000
	Paper weight with NEECA and star labels logo	500
	NEECA's Files	400
	Promotional material sessions (standees)	6
	Promotional material session (backdrop)	2
	Promotional material session (school kit)	300
Event Management	Management of Award Distribution Ceremony	1
Event Management	Energy Talks	4

Note: Separate proposals (technical & financial) are required for both packages. A firm can bid for any one of the above-mentioned packages, however, the firm can bid for both packages as well and must submit a separate proposal for each package. Number of deliverables can be negotiated subject to any concrete idea about awareness from the firm upon signing of the agreement.

25 Information Required:

The interested firms are required to furnish the required information as follows:

26 General Information on Organization.

Name of the organization with addresses, phone & fax numbers, details of head office location, main branch offices in the country, on their letterhead. Name(s) of contract person(s)

- Legal status i.e. Partnership/public or Private Limited Company/Consortium with the name and addresses of the Proprietor / Partner(s)/Director(s).
- Affiliation with international Firm/Institution (if any)
- Audited financial statements for the last three years.
- Information regarding previous/current corporate clientele.
- History of litigations (if any)
- Additional information (if any)

27 Specific Information on relevant Experience

- The firm (s) shall be well-versed with a team of experienced content writers, photographers,
- Past relevant experience of providing similar services with verifiable client list (preferably dealing with energy sector) nationally/internationally.
- CVs / Resumes of qualified professional staff working on a full-time basis.
- Financial standing supported by a reference letter from the bank.
- Affiliation with any university or academic institution for proposal of question bank development.
- Legal status i.e. Partnership/public or Private Limited Company/Consortium with the name and addresses of the Proprietor / Partner(s)/Director(s).
- Affiliation with international Firm/Institution (if any)
- Additional information (if any)

PART C FORMS TO BE SUBMITTED WITH THE PROPOSAL

29 Technical Proposal - Standard Forms

- **B1. Technical Proposal Submission Form**
- **B2.** Firms/Bidders Profile
- B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner
- **B4.** General Experience of firm
- **B5.** Proposed methodology and timeline
- **B6.** Competence of team and sample of relevant work
- **B7.** Members of Project Team (Summary)

B1. Technical Proposal Submission Form

To:

Administrative Officer

National Energy Efficiency and Conservation Authority (NEECA)

NEECA Building G-5/2,

Islamabad, Pakistan

Tel: +92-51-9209026

Fax: +92-51- 9

Email: info@neeca.gov.pk

Sir,

We, the undersigned, offer to provide the services of Awareness and Outreach for EE&C

in accordance with your Request for Proposal dated [ADVERTISEMENT DATE]. We are

hereby submitting our Proposal, which includes this Technical Proposal and Financial

Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from

Contract negotiations, up to expiration of the validity period of the Proposal, which is 90

calendar days from the date of advertisement.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Firms/Bidders Profile

S#	Criteria		
1	Profile of the Firm:		
	i. Registered age of Company/ Firm		
	ii. Names of Managers/ Owners/		
	CEO/ Directors/ Partners		
	i.	Location of Firm	
	of	ffice/sub office	
	ii. N	Number of relevant employees	
	ir	ncluding their Names &	
	D	Designations, Contact	
	N	Numbers & Branch contact	
	n	umbers	
3	Financia	al Position	
	i.	Name of Banks	
	ii.	Certificate of Financial	
		position	
	iii.	Copy of audited Annual	
		Accounts (of last 2 years)	
	iv.	Tax Registration	
		(NTN/STN/FTN)	

B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project Brief	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B4. – General Experience of conducting awareness and outreach activities

B5. – Proposed methodology and timeline

(Breakup of activities with timelines for each deliverable to be completed as per TOR).

B6 – Qualification & Competence of the proposed Team

Personnel Summary (Complete for each Team Member)

Name of	Employee	:	
Position			
	N	ame:	Date of Birth:
General	 T	elephone:	
Informat		ax:	_
	Y	ears with Present Employer:	
 Employm	ent Record	l:	
Summariz	ze profession	nal experience in reverse chrono	logical order. Indicate technical and
manageria	al experienc	e relevant to the project:	
DD/MM	/YY	Company/Project/Position/Spe	ecific Tech experience
From	To		
51			
Education			
Degree	Level of	Relevance of Degree to the A	Assignment
PhD			
MPhil			
Masters			
Certificati	on:		
Membersł	nins:		

Significant Measurable Professional Achievements in Last 10 Years:

Certification:

, the undersigned, certify that to the best of my knowledge and belief, these da	ata
correctly describe me, my qualifications, and my experience.	
Date:	
[Signature of staff member and authorized representative of the firm] Day/Month/Ye	?ar
Full name of staff member:	
Full name of authorized representative:	

B7 – Members of the project Team

S.No	Designation	No. of years of	Relevance to the	Role in this Project
		Experience	Assignment	
1				
2				
3				
4				
5				
6				
7				
8				
9				

C1. – Financial Proposal Submission Form

To:

Administrative Officer
National Energy Efficiency and Conservation Authority (NEECA)
NEECA Building G-5/2,
Islamabad, Pakistan
Tel: 102.51,0200026

Tel: +92-51-9209026 **Fax**: +92-51- 9213617 **Email**: info@neeca.gov.pk

Sir,

We, the undersigned, offer to provide services for provision of "Awareness and Outreach for EE&C" in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 90 calendar days from the date of advertisement.

Though included in the above-mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address	Amount in Pak Rs.	Purpose of Commission
of Agents		or Gratuity
		
We understand you are not b	oound to accept any Proposa	al you receive.
We remain,		
Yours sincerely,		
Authorized Signature:		
Name and Title of Signatory:		
Name of Firm:		
Address:		

C2. – Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

C3. – Breakdown of Price per Activity

Activity No.:	Activity No.:
	& Description
Price Component	Pak Rupees.

C4. – Breakdown of Remuneration per Activity (where applicable)

Activity No		Name:					
Names	Position	Input	Remuneration Currency(ies) Rate	Amount			
Regular staff							
Local staff							
Consultants							
Grand Total							

C5. – All other Operational Expenses (Itemized List)

Annexure A

One Stage Two Envelope Procedure for Bidding Public Procurement Rules 2004

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL AWARNESS & OUTREACH FIRM" and "TECHNICAL PROPOSAL AWARNESS & OUTREACH FIRM" in bold and legible letters to avoid confusion.
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL AWARNESS & OUTREACH FIRM" shall be opened.
- (iv) The envelope marked as "FINANCIAL PROPOSAL AWARNESS & OUTREACH FIRM" shall be retained in the custody of the procuring firm without being opened.
- (v) The procuring Firm shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements.
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted.
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- (viii) After the evaluation and approval of the technical proposal the procuring Firm, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only.** The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Annex B

DRAFT AGREEMENT

BETWEEN

National Energy Efficiency and Conservation Authority (NEECA) ISLAMABAD

AND

[PLEASE INSERT NAME]

Dated _____

DRAFT AGREEMENT

AGREEMENT FOR PROVISION OF SERVICES OF AWARENESS AND OUTREACH

This agreement for provision of consultancy services for

'Awareness and Outreach for EE&C

is made at Islamabad on this ____ day of _____

BY AND BETWEEN

National Energy Efficiency and Conservation Authority (NEECA), a Federal Level Authority established under the NEECA Act 2016 with its office at NEECA Building G-5/2, Islamabad, Pakistan, (hereinafter referred to as the "Authority" which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns) of the one part;

And

(Insert Name of the Service Provider) having its registered office at (Insert Address of the Service Provider) (hereinafter referred to as the "Service Provider" which expression shall, where the context so permits, mean and include its successors-in-interests, administrators and permitted assigns), of the other part.

The Authority and the Service Provider may hereinafter individually be referred to as "Party" and collectively as the "Parties".

WHEREAS, the Authority wishes to avail certain services (hereinafter defined) from the service provider for the financial year 2022-23

WHEREAS, the Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

WHEREAS FURTHER, the Authority has accepted the quotation dated (Insert Date) submitted by the Service Provider against Authroity's Tender No. (Insert Number).

Now **THEREFORE**, in consideration of mutual promises set forth herein and other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions: In this Agreement, the following terms shall have the meaning ascribed thereto below:
 - (a) "DAY" means calendar day of Gregorian calendar;
 - (b) "MONTH" means calendar month of Gregorian calendar;
 - (c) "SINGULAR AND PLURAL"

Words importing singular include the plural and vice versa and words importing masculine gender include the feminine gender.

- (d) "AGREEMENT" means this signed Agreement and includes the Amendments to This Agreement agreed between the parties after the Effective date.
- (e) "DOCUMENTS/REPORTS" means information relating to each deliverable and associated activities agreed at the time of signing of the agreement.
- (f) "**SERVICES**" means the services specifically defined in the scope of work of this Agreement and the terms of reference of the Request for Proposal (Annexure A);
- (g) "REQUEST FOR PROPOSAL" means the request for proposal dated [insert date] issued by the authority for the purposes of this agreement

1.2 **SCOPE OF WORK**

During the term of this Agreement, the Service Provider shall perform services according to the defined scope of work in accordance with its Request for Proposal dated (insert date) which is attached herewith as "Annexure-A" which forms part of this Agreement

2 <u>DUTIES OF THE SERVICE PROVIDER</u>

- 2.1 The firm shall work to ensure in timely delivery of content as per the agreed deadlines
- 2.2 The firm shall be responsible to provide a strategy in line with the desired goals of the awareness and outreach content about EE&C
- 2.3 The firm shall manage all the supporting equipment/arrangements as necessary to create content
- 2.4 The firm shall develop quality digital content for sensitizing the need for energy efficiency and conservation in various sectors at a national level
- 2.5 The firm shall develop writing material on topics concerning energy efficiency and conservation
- 2.6 The firm shall create specific graphics/ posters/ pamphlets as and when directed by the NEECA management for supporting its objectives within the agreed deliverables subject to urgency of the task
- 2.7 The firm hired for the printing and event management must have proven experience of delivering quality services

3 CONFLICT BETWEEN THE AGREEMENT AND ITS DOCUMENTS

The preamble and the following documents, form an integral part of this Agreement. In case of any conflict between the terms of these documents and provisions of this Agreement, such conflict shall be resolved with reference to the provisions of this Agreement:

- i) The Agreement
- ii) Scope of Work of this Agreement
- iii) Its Attached Annexure:
- iv) Annexure A: RFP
- v) Subsequent Amendments

4 EFFECTIVE DATE OF THE AGREEMENT

This	Agreement sha	ll become e	effective	fro	om			and	sha	all r	emain	valid	until
	unless	terminated	earlier	in	accordance	with	the	terms	of	this	Agree	ment.	The

Agreement can be renewed for another term after expiry date on the terms and conditions mutually agreed upon between the parties' subject to the Authority giving thirty (60) days advance notice to the Service Provider to that effect.

5 **CONFIDENTIALITIES**

- 5.1 The Service Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for its personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the authority. The employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
- 5.2 Upon termination of this Agreement, the Service Provider will return to the authority all records, notes, documentation and other items that were used, created, or controlled by the Service Provider during the term of this Agreement.

6 INTELLECTUAL PROPERTY

The Service Provider hereby acknowledges and agrees that all intellectual property rights generated as a result of performance of Scope of Work provided in the Request for Proposal and its duties shall vest in and be the absolute property of the authority.

7 TAXES AND DUTIES

Withholding taxes shall be deducted as per applicable tax laws of Pakistan.

The Service Provider shall be aware and responsible of all Pakistani tax regulations and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and performance of the Agreement.

8 WARRANTY

The Service Provider shall provide its services and perform the scope of work defined in this Agreement in line with the required professional business standards and meet its obligations under this Agreement in a timely manner and warrants that it has the required expertise, manpower, capabilities, authorities and resources to enter into this Agreement.

9 **DURATION**

This Agreement shall come into force on the signing date and continue till (insert date) unless terminated earlier in accordance with provisions of this Agreement.

10 ACCOUNTING AND FINANCIAL

- 10.1 The total price of the Agreement shall be (insert price) excluding Value Added Taxes (like Sales Tax).
- 10.2 The Price set forth in this Agreement is firm and final till execution of this Agreement and receipt of either services by the authority in acceptable condition.
- 10.3 No variation whatsoever is acceptable to the authority with the exception of any price adjustment authorized by the conditions of this Agreement.

11 PERFORMANCE BOND

The Service Provider shall provide a bank guarantee of Rs. 100,000 (One Hundred Thousand Only) in favor of the authority as Performance Bond.

12 **PAYMENT**

12.1 Mode of payment will be mutually agreed between the parties, depending upon the number of candidates, a proportionate rate however may be charged from candidates & portion may also be contributed by National Energy Efficiency and Conservation Authority (NEECA) as the case may be.

13 **TERMINATION OF AGREEMENT**

13.1 Termination of Agreement for Default

The Authority, may without prejudice to any other remedy for breach of contract, by written notice of default sent the Service Provider terminate this Agreement forthwith in whole or in part:

- a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Agreement or any extension thereof granted by the authority.
- b) If the Service Provider fails to perform any obligation under this Agreement.
- c) If the Service Provider in either of the above circumstances does not cure its failure within a period of fifteen (15) days (or such longer period as the authority may authorize in writing) after receipt of the default notice from the authority.

13.2 Termination of Agreement for Convenience

The authority may terminate the Agreement in whole or in part at any time for its convenience subject to thirty (60) days prior written notice to that effect send to the Contractor after payment of proportionate amount of the fee due subject to satisfactory performance to be determined by the authority at the time of termination.

14 **ENTIRE AGREEMENT**

This Agreement, together with Annexure-A contains the entire terms and conditions and constitutes the entire Agreement between the Parties and cancels and supersedes any previous oral or written agreements, representations, or arrangements, express or implied, by the Parties with respect to the subject matter of this Agreement.

15 **SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

16 **AMENDMENT**

No alteration, waiver or change in any terms of this Agreement will be effective unless made in writing and duly authorized officer or representative of each of the Parties.

17 <u>INDEPENDENT CONTRACTORS</u>

- 17.1 The Service Provider is and shall remain at all times an independent contractor and shall be fully responsible for its own acts and defaults (including those of its employees or agents)
 - 17.2 Neither the Service Provider is authorized, nor its employees, agents or representatives shall at any time attempt to act on behalf of the authority to bind any other party in any

manner whatsoever to any obligations. Neither the Service Provider, nor its employees, agents nor representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the authority.

17.3 Nothing in this Agreement shall be deemed to constitute a partnership or other profit sharing arrangement between the Parties.

18 **INDEMNIFICATION**

The Service Provider agrees to indemnify and hold the authority harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the authority that result from the acts or omissions of Service Provider or its employees, agents, or representatives.

19 **FORCE MAJEURE**

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

20 **DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by Parties hereto through mediation. If dispute(s) remain unresolved by mediation, they shall be finally settled by arbitration to be held under the Arbitration Act, 1940. The number of arbitrators shall be three (03) unless otherwise mutually agreed by the Parties. The venue of the arbitration shall be Islamabad, Pakistan. The award made by the arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.

Note: This Agreement is a Draft Agreement subject to change in terms and conditions upon negotiation with the successful bidder during the award of the agreement. The bidders should only follow the terms of reference and instructions given in this RFP document for submission of their bids.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed on the Day and Year above written.

Signed for & on behalf of the Authority	Signed for & on behalf of the Service Provider
By:	By:
Title: Managing Director	Title:
CNIC:	CNIC:
Date://2021	Date://2021
Witness – 1	Witness-1
Name:	Name:
Designation:	Designation:
Signature:	Signature:
CNIC:	CNIC: