

******* REQUEST FOR PROPOSAL *******

**The China International Centre for Economic and Technical Exchanges (CICETE),
Ministry of Commerce of the People's Republic of China**

Project No. and Title: 00035738 China End Use Energy Efficiency Project

Sub-Contract Scope of Work

1. Introduction

The China: End-Use Energy Efficiency Project (EUEEP) is designed to support the first phase of a 4-phase, 12-year strategic plan developed by the Chinese government to significantly improve the efficiency of its major end-use sectors, buildings and industry. Phases 2-4 will focus on expanding the scope of the policies, standards, enforcement, and outreach activities in buildings, industry, transportation, and other end-use sectors.

The total project budget for the first phase is US\$ 80 million and GEF will contribute US\$17,000,000 to the project. Apart from the GEF grant, the Government of China will provide US\$31,350,000 as co-financing in which US\$13,094,000 will be in cash and US\$18,256,000 in kind.

EUEEP focuses on the industrial and buildings sectors and are supplemented by crosscutting activities that will benefit both sectors. For the industrial sector (Component A), areas covered include energy efficiency agreement, energy efficiency design codes for new and existing facilities and equipment, energy efficiency standards for industrial, residential and service equipment and support for the development of the Energy Management Information System and Reporting Program (EMISRP) for key energy-intensive enterprises.

For the building sector (Component B), areas supported include the collection of data on building energy efficiency as a basis for setting and assessing impacts of standards; the development of policies and standards for building energy performance; standards implementation and incentives for buildings to exceed the standards; energy efficiency information dissemination and support in building technology development (e.g. improve insulation and wall systems, development low-cost materials and equipment) the immediate output of which will be the development of at least one commercially viable product.

For crosscutting activities (Component C), supported areas include the strengthening the Energy Conservation Centers (ECCs); revision and implementation of the Energy Conservation Law (ECL); and policy development on energy efficiency financing options.

EUEEP is under National Execution. The Executing Agency of EUEEP is the National Development Reform Commission. Other partners of the project are the Ministry of Construction and Energy Research Institute. Entrusted by Department of Environment and Resource Conservation, National Development and Reform Commission, China International Center for Economic and Technical Exchanges(CICETE) is responsible for selection and bidding process of subcontracts under this project. PMO will responsible for the evaluation of the provided proposal.

2. Purpose of the RFP

The purpose of RFP is to provide overall guidance to offers on the technical requirements and method for submission of offers.

3. Tasks of Subcontractors

The Terms of References (TOR) of subcontractors, RFP and the Invitation to Bid are regarded as a whole set of document.

Conditions of this Request for Proposals

4. Confirmation of Submission

Offers, who receive the RFP, are requested to confirm the receipt of the TOR/RFP and to indicate whether or not you intend to submit a proposal by fax (010-84000609) before **September 14, 2007 at 5 p.m.**

5. Proposal Inquiries

All inquiries concerning this RFP shall be made in writing, citing the RFP Title, Page, Section and Paragraph, and submitted to:

Attention: NDRC/UNDP/GEF China End Use Energy Efficiency Project (EUEEP)
Ms.Xiang Yingling, Li Bin
China International Center for Economic and Technical Exchanges
No.28, An Ding Men Dong Da Jie, Eastern District, Beijing 100007, P.R. China
Fax: 01084000609

Offers are encouraged to submit questions via fax.

All inquiries must be received no later than **September 14, 2007 at 5 p.m.**

Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective offers that has received the RFP. Inquiries received after this date and time will be addressed only if they are deemed by EUEEP PMO and CICETE to be critical to the competitive selection process.

6. Cost of proposal

The Offer shall bear all costs associated with the preparation and submission of the Proposal, CICETE is in no case responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

7. Contents of the proposals

Proposals must be submitted separately for each contract. Each Offer may apply for any number of available contracts. Proposals must offer services for the total requirement specified in each respective TOR. Proposals offering only part of the requirement will be rejected. The Offer is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP. Failure to comply with these documents will be at the Offer's risk and may affect the evaluation of the Proposal.

8. Amendments of the RFP

At any time prior to the deadline for submission of Proposals, the EUEEP PMO and CICETE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offer, modify the RFP by amendment.

All prospective Offers that have received the RFP will be notified in writing of all amendments to the RFP.

9. Combined proposal

For implementing the contract works, the Offer may create a consortium or sub-contract other companies. In case of consortium, relevant agreement should be included into the Proposal. The Offer should be the leader of the consortium and must have the authority to decide on all issues of binding character on behalf of all consortium members. Proposal submitted on behalf of the consortium should be signed by the leader. An internal agreement stating division of responsibility, co-operation and payment issues among the members should be attached to the proposal.

10. Language of the proposal

The Proposals prepared by the Offer shall be in English and Chinese. All correspondence and documents relating to the Proposal exchanged by the Offer and the EUEEP PMO and CICETE shall be written in the English or Chinese language. Any printed literature furnished by the Offer may be written in another language so long as accompanied by an English and Chinese translation of its pertinent passages. For purposes of interpretation of the Proposal, the Chinese translation shall govern.

11. Copyright, patents and other proprietary rights

UNDP jointly with the Government of P.R. China 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 Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP and the Government of P.R. China in compliance with the requirements of the applicable law.

12. Use of name, emblem of official seal of UNDP or the United Nations

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

13. Confidential nature of documents and information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of this project, shall be treated as confidential and shall be delivered only to EUEEP PMO authorized officials on completion of work under this Contract.

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

14. Disputes

In the event of any dispute concerning the meaning to be given to any term in the RFP, a determination by the EUEEP PMO and CICETE in writing as to the meaning shall be final and conclusive.

15. Termination

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party.

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

In the event of any termination by EUEEP PMO and CICETE under this Article, no payment shall be due from EUEEP PMO and CICETE to the Contractor. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

Proposal Preparation Instructions

16. Proposal Content

The Proposal shall comprise the following components:

- (a) Proposal submission form(Annex I)
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offer meets all requirements of respective TOR;
- (c) Price schedule, completed in accordance with clauses 18, 19 and 20;

17. Operational and technical proposal

The Offer shall structure the operational and technical part of its Proposal as follows:

- (a) Document to be presented
 - Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
 - Written power of attorney of the signatory of the offer to commit the proposal (It is supposed that the proposal will be signed (stamped) by the company's director and power of attorney is required if the signature itself does not present sufficient commitment).
 - Offer Bankers references, and authority to seek for financial information.
 - Information regarding any litigation, current or during the last 5 years in which offer is involved, the parties concerned and the disputed amount.

Failure in providing the above documentation may imply the rejection of the proposal.

- (b) Management and resource plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offer's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offer should comment on its experience in similar projects and identify the person(s) representing the Offer in any future dealing with the EUEEP PMO.

This should fully explain the Offer's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offer's current capabilities/facilities and any plans for their expansion.

The curriculum vitae of senior professional members of the team should be included.

(c) Technical Proposal

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

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offer 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.

Proposal should contain tentative work plan for the contract works. Detailed work plan must be submitted in case of contract award to the Offer and will become an integral part of the contract.

The Technical Proposal should include

- i. Demonstration of Understanding of the Requirements for Services, including Assumptions
The Offer should include any assumptions as well as comments on the data, support services and facilities to be provided by the Government and UNDP as indicated in the TOR, or as may otherwise believe to be necessary.
- ii. Proposed Approach, Methodology, Timing and Outputs
The Offer should include comments or suggestions on the TOR, as well as detailed description of the manner in which the Offer would respond to the TOR. The Offer should include the number of person-months in each specialization that is considered necessary to carry out all work required.
- iii. Proposed Team Structure
The composition of the team which the Offer would propose to provide in the country of assignment and/or at the home office, and the work tasks (including supervisory) which would be assigned to each. An organum illustrating the reporting lines, together with a description of such organization of the team structure, should support the proposal.
- iv. Proposed Project Team Members
The curriculum vitae of senior professional members of the team.

18. Proposal prices

The price proposal will be evaluated subject to the technical proposal is accepted. The Offer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services / goods it proposes to supply under the contract. Offer shall provide a TOTAL PRICE per suggested contract.

The price component must cover all the services to be provided and must itemize the following:

- a) An all-inclusive rate per person-day (including honorarium and living expenses) for each team member to be assigned to the mission in the field and a rate for his/her work at the home office, if any.
- b) An all-inclusive amount for international travel (if required) and related expenses (indicating number of round trips per team member).
- c) An all-inclusive amount for local travel.

- d) Other costs, if any (indicating nature and breakdown).
- e) Summary of total cost for the services proposed.
- f) A proposed price schedule (Annex II), all of which must be expressed and will be effected in the currency of the proposal specified.

19. Proposal currencies

All prices shall be quoted in US dollars only. Contracts with Chinese companies will be denominated in local currency (RMB). Price of the contracts in RMB will be calculated based on the price in USD using UN/UNDP exchange rate at the moment of payments released.

20. Period of validity of proposals

Proposals shall remain valid for **ninety (90) days** after the date of Proposal submission, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the EUEEP PMO on the grounds that it is non-responsive.

In exceptional circumstances, the EUEEP PMO and CICETE may solicit the Offer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offer granting the request will not be required nor permitted to modify its Proposal.

21. Format and signing of proposals

The Offer shall prepare **ten copies** of the Proposal (**10 in Chinese and English**), clearly marking one "Original Proposal" and nine others "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The ten copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offer or a person or persons duly authorized to bind the Offer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

Submission of Proposals

22. Sealing and marking of proposals

The Offer shall seal the Proposal in one outer and one inner envelopes, as detailed below.

- (a) The outer envelope shall be addressed to –

Attention: NDRC/UNDP/GEF China End Use Energy Efficiency Project (EUEEP)

Ms.Xiang Yingling, Li Bin

China International Center for Economic and Technical Exchanges

No.28, An Ding Men Dong Da Jie, Eastern District, Beijing, P.R. China 100007

11th Floor, Entrance C, Yong He Plaza

(北京东城区安定门东大街 28 号 雍和大厦 C 座 11 层, 邮编:100007)

and, marked with –

Externally:

Attention:

SUB-CONTRACT #¹ -- TITLE

NOT TO BE OPENED BEFORE EVALUATION

(Sealed with signature or stamp)

#¹ : signifies the number of the contract as indicated in the Annex III for each respective Terms of Reference.

Internally:

SUB-CONTRACT #-- TITLE (Technical and Financial proposal)

- (b) The inner envelope shall indicate the name and address of the Offer, clearly marking one as “Original” and nine others as “Copy”.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the EUEEP PMO and CICETE will not assume responsibility for the Proposal’s misplacement or premature opening.

23. Deadline for submission of proposals

Proposals must be received by CICETE at the address specified under clause *Sealing and marking of Proposals* no later than Submission Deadline (**September 14, 2007 at 5:00pm**) Beijing time.

24. Late Proposals

Any Proposal received by the CICETE after the deadline for submission of proposals will be rejected.

25. Modification and withdrawal of Proposals

The Offer may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the EUEEP PMO and CICETE prior to the deadline prescribed for submission of Proposals.

The Offer’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Deadline for Submission of Proposals. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

26. Evaluation and comparison of proposals

A cumulative analysis scheme will be used for the evaluation of the proposals. A total score is awarded upon the combination of weighted technical and financial attributes. The Offer’s response to the solicitation document will be evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost is an award criterion and represents 30 percent out of a total score of 1000 of all the desirable factors.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points (i.e. 490 points) in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% (490 points) score in the technical evaluation will be compared. The contract will be awarded to the Contractor with the highest combined technical and financial scores. Evaluation criteria is attached as Annex III.

27. Award of contract

The EUEEP PMO and CICETE 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 Offer or any obligation to inform the affected Offer or Offers of the grounds for the Purchaser’s action.

Prior to expiration of the period of proposal validity, the CICETE will award the contract to the qualified Offer whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

PRICE SCHEDULE

A Price Schedule shall be provided per each suggested Contract. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The format shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule - Request for Proposals for Services				
Description of Activity/Item		Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
	⊙ Senior Experts			
	⊙ Junior Experts			
1.2	Services in Field			
	⊙ Senior Experts			
	⊙ Junior Experts			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment, and data			
2.6	Please add any other items			

TECHNICAL EVALUATION CRITERIA

If the Offer does not have necessary licenses for carrying out relevant works in P.R. China, the Offer cannot participate in tendering process. The Technical Proposal should include (but not limit) the following aspects for evaluation.

1. Expertise of Firm / Organization submitting Proposal and experience of similar works

1.1 Reputation of Organization and Staff.

1.2 Litigation and Arbitration history.

1.3 General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).

1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills).

1.5 Quality assurance procedures, warranty

1.6 Relevance of:

- ⊙ Specialized Knowledge
- ⊙ Experience on Similar Program / Projects
- ⊙ Experience on Projects in the Region
- ⊙ Work for UNDP/ major multilateral/ or
- ⊙ bilateral programs

2. Personnel

2.1 Task Manager

- ⊙ International experience
- ⊙ Training experience
- ⊙ Professional experience in the area of specialization
- ⊙ Knowledge of the region
- ⊙ Language Qualifications (Chinese and English)

2.2 Senior Experts

- ⊙ International experience
- ⊙ Training experience
- ⊙ Professional experience in the area of specialization
- ⊙ Knowledge of the region
- ⊙ Language Qualifications (Chinese and English)

2.3 Junior Experts

- ⊙ International experience
- ⊙ Training experience
- ⊙ Professional experience in the area of specialization
- ⊙ Knowledge of the region
- ⊙ Language Qualifications (Chinese and English)

2.4 Organization Chart

3. Proposed Work Plan and Approach

- 3.1 To what degree does the Offer understand the task?
- 3.2 Have the important aspects of the task been addressed in sufficient detail?
- 3.3 Are the different components of the project adequately weighted relative to one another?
- 3.4 Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?
- 3.5 Is the conceptual framework adopted appropriate for the task?
- 3.6 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?
- 3.7 Is the scope of task well defined and does it correspond to the TOR?