



**Request for Proposal (RFP) for
SELECTING EXTERNAL SERVICES (ESCO)
as part of the**

**Med SE(A)CAP integration through uniform adapted
assessment and financing methods, mainly targeting
buildings in education and health sectors, for sustainable
development goals in a smart society**

SEACAP 4 SDG (C_B.4.3_0058)

Financed in the framework of the ENI CBC Mediterranean Sea Basin Programme 2014-2020



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The enclosed document is prepared by the Lebanese Center for Energy Conservation (LCEC).

LCEC reserves the right to request additional information to be added to this RFP.

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Section 1: Introduction

A. Proposal Overview

1. The objective of this Request for Proposal (RFP) is for the Lebanese Center for Energy Conservation LCEC to select one external entity/ Energy Service Company (ESCO) (**from now on Bidder**) to accompany the municipalities selected in an open call within the SEACAP 4 SDG project.
2. Each local authority (**from now Beneficiary**) will be paired with the Bidder who will guide them in the selection and implementation of the Selected Project Results (SPR) and the development of the energy efficiency plans and the actions to be implemented in the selected buildings.
3. All information included in all the pages of this document and its Annexes is an integral part of this RFP.

B. Background Information

About ENI CBC Med Programme

4. ENI CBC Med is the largest Cross-Border Cooperation (CBC) initiative implemented by the European Union (EU) under the European Neighbourhood Instrument (ENI). Through calls for proposals, ENI CBC Med finances cooperation projects for a more competitive, innovative, inclusive, and sustainable Mediterranean area.
5. The Programme has a budget of € 209 million for the 2014-2020 period and the Managing Authority (MA) is the Autonomous Region of Sardinia in Italy.
6. Some of the main challenges addressed by projects selected for funding in the framework of the programme are the creation of innovative start-ups, the development of Mediterranean-wide economic value chains, the diversification of tourism, technological transfer, the inclusion of women in the labor market, better management of waste, water and coastal areas, and the improvement of energy efficiency in public buildings.
7. For more information, please refer to the following website:
<http://www.enicbcmed.eu/about-us/the-programme-at-a-glance>



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8. Territories surrounding the Mediterranean Sea face similar specific issues with the adaptation to mitigation of climate change, specifically regarding energy efficiency and renewable energy measures in public buildings. It is thus proposed that they work together on a strategy to capitalize on reference projects' results.
9. SEACAP 4 SDG will consider the Sustainable Energy Access and Climate Action Plans (SE(A)CAP) background, under a common vision, strategy, and evaluation tool, to achieve Med SE(A)CAP integration through uniform adapted assessment and financing methods, for sustainable development goals in a smart society.
10. SEACAP 4 SDG capitalizes on the outputs and outcomes of 10 projects, identifying characteristics to be generalized, and by adapting gained knowledge to maximize efficiency and effectiveness of energy refurbishment strategies adapted to local Mediterranean specificities, notably energy poverty.
11. These outputs and outcomes will be implemented in 9 cities around the Mediterranean, selected using an approach developed under of the European City Facility initiative.
12. Considering the Covid-19 pandemic and the global economic downturn, the project will focus primarily on education and health buildings. Buildings have high energy consumption and the intervention in public schools is critical, being a relevant part of buildings stock with a low/often unknown energy performance.
13. SEACAP 4 SDG is being implemented in eight Mediterranean countries and involving nine organizations: Nice Côte d'Azur Metropolis representing Euromed Cities Network, Arab Academy for Science, Technology and Maritime Transport, University of Patras- Special Account for Research Grants, Naples Agency for Energy and Environment, Royal Scientific Society, Lebanese Center for Energy Conservation, Catalonia Institute for Energy Research, Valencia Institute for Energy Research, Mediterranean Centre for Renewable Energy.
14. SEACAP 4 SDG will be implemented over a duration of 18 months starting December 2021.
15. For more information about SEACAP 4 SDG, please visit the following website: <https://enicbcmed.eu/projects/seacap-4-sdg>



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About LCEC

16. The Lebanese Center for Energy Conservation (LCEC) is an independent organization at the Ministry of Energy and Water in Lebanon. It is a technical point of reference specialized in renewable energy and energy efficiency.
17. LCEC works on setting national strategies and action plans to be adopted by the Lebanese Government and on the implementation and quality control of national projects and initiatives in the country. LCEC is also involved in the update and development of the legal and administrative framework needed for the greening of the energy sector.
18. LCEC provides both the public and private sector with expert advice, finance and accreditation, develops energy efficiency standards and labels, and provides national energy database indicators.
19. For more information about LCEC, please refer to the following website: <http://lcec.org.lb/en/LCEC>

Section 2: Activities and Expected Deliverables

A. SEACAP 4 SDG Objectives

20. The general objective of the Project is to contribute to fighting climate change by reducing energy consumption in public buildings, promoting development of SE(A)CAP through an innovative financial mechanism and a capitalization process.
21. The Project specific objectives are:
 - To develop and test a toolkit based on the analysis of the outputs and outcomes from the selected reference projects (SRP), through the SE(A)CAP Living Lab and the Project demonstrators to support the user-oriented cost-effective energy rehabilitations
 - To provide and use an innovative support mechanism based on the EUCEF (European City Facility) to implement SE(A)CAP and the toolkit in at least 9 demonstrators in selected cities, and 4 public buildings across climate zones



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- (Egypt, Jordan, Lebanon, Tunisia) supporting 4 cost-effective energy rehabilitations across building types
- To identify cost-effective approaches to energy refurbishment and use of public buildings, promoting the development of their ecological use (traditional use/social role), making short-term/long-term impacts on existing policy frameworks according to sustainable development goals (SDG) agreements.
22. The SEACAP 4 SDG will provide support within the field of sustainable energy by proving a Toolkit of selected outcomes, the support of an external entity and specific training sessions to analyze the actions needed to boost the execution of long-term energy plans by analyzing the implementation of measures to improve the energy performance of buildings and achieve energy savings.
 23. In addition, some of the toolkit outcomes also target the implementation of renewable energy systems, therefore promoting the implementation of cleaner sources of energy.
 24. The support mechanism provided by the SEACAP 4 SDG project (from now on the **Benefactor**) has two supporting levels.
 25. The first level is to promote the engagement of at least 9 municipalities or group of municipalities (from now on **Beneficiaries**) to use selected reference project (SRP) outcomes (from now on TOOLKIT) in their day-to-day work.
 26. This first level will last for 4 months.
 27. The second level is to support at least 4 of these entities or group of entities in the Southern shore of the Mediterranean to use the sources for analyzing detail measures in specific educational and health buildings.
 28. This second level will last for 6 months.
 29. The support will be given through the involvement of the Bidder who will accompany the Beneficiaries during the development of both phases and through specific training sessions.
 30. SEACAP 4 SDG partners, selected bidders and beneficiaries will work together to select the demonstrator buildings (primarily education and health buildings) in the eight countries.



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31. After selecting the target typologies, the Bidder will support the Beneficiaries in the elaboration of a roadmap to implement the most cost-effective technologies for Energy Efficiency (EE) and Renewable Energies (RE) in the selected demonstrators.
32. At least nine selected Bidders in the eight countries will receive financial support in the form of a sub-grant for the development of the first level and four Bidders on the south shore will receive an additional budget for the analysis of specific energy improvements on selected buildings.
33. Municipalities and local authorities as well as groupings of municipalities/local authorities located in Lebanon can apply to receive support.

B. Ongoing Activities

34. The application form for the municipalities/local authorities has been launched and integrated in a general news on SEACAP 4 SDG website (<https://www.enicbcmed.eu/seacap-4-sdg-selects-municipalities-support-them-updating-energy-efficiency-plan-education-and>) containing all the links, and in the partners websites and accessible for Beneficiaries.
35. The application form for the municipalities/local authorities consists of a set of questions, grouped into two sections: Identification of the Beneficiaries and Implementation energy improvements and ambitions.
36. The SEACAP 4 SDG has identified the main tools and instruments (TOOLKIT) to be proposed to Mediterranean cities for updating their energy efficiency plans: <https://enicbcmed.eu/seacap-4-sdg-identifies-main-tools-and-instruments-be-proposed-mediterranean-cities-updating-their>



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C. Required Activities

38. The activities in this RFP are divided in two levels.

First Level

39. With the support of the Bidder, the Beneficiary will analyze which Toolkit outcome to apply and participate in transferring activities and capacity workshops to train technicians to be able to implement and test the outcomes.
40. The LCEC will accompany the process by organizing capacity building events, monitoring the implementation, and facilitating relevant information related to the TOOLKIT outcomes such as tools and documents.
41. The Beneficiary shall conduct the activities of the first phase over a period of four months, during which the Bidder will provide support through technical and financial expertise.
42. In this context the SE(A)CAP Local Implementation Team (SLIT) will organize one online training in each region which will be compulsory for the beneficiaries selected under the call.
43. The Beneficiary will also be required to participate and present the results in the Capitalization Conference at the end of the project.
44. As a result of the first phase the Bidder will elaborate, in collaboration with the Beneficiary, an updated energy efficiency assessment plan to prioritize and implement the solutions introduced in the Capitalization Toolkit.
45. The final results will be validated through the presentation of an energy-mix efficiency plan for each selected entity.

Second level

46. At least four Beneficiaries of the Mediterranean southern shore regions will receive additional support to proceed with the analysis of the most impactful and cost-effective measures in a specific building or set of buildings, these activities will be conducted over a period of six months.
47. The LCEC, the Bidder and the Beneficiary will work together to select the demonstrator building (s) (primarily education and health buildings).



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48. After selecting the target typologies, the Bidder will support the Beneficiary in the elaboration of a roadmap to implement the most cost-effective technologies for energy efficiency (EE) and renewable energies (RE) in the selected demonstrators.
49. Due to the time constraints of the Project, the energy efficiency assessments for the selected buildings shall be based on an analysis of available data collected from the buildings, which in turn shall be one of the requirements for their selection.
50. In addition, if the Beneficiary cannot intervene on educational or health buildings due to legal constraints, or do not have access to relevant data needed, other public buildings can be selected to implement the second phase.
51. For more details regarding the activities that the Bidder shall support the Beneficiary in performing, check Annex 2 of this RFP.

D. Deliverables

First Level: Updating energy-mix efficiency plans

52. The Bidder will elaborate in collaboration with the Beneficiary a customized energy efficiency assessment to prioritize and implement the solutions introduced in the Capitalization Toolkit.
53. After finalization of the first phase, the final results will be validated through the presentation of an energy-mix efficiency plan.
54. The minimum requirements of the report are included in Annex 2.

Second Level: Roadmap for the implementation of action in selected buildings

55. The Beneficiary will be required to present an upgraded and customized roadmap with the set out of the priorities and measures to be implemented, as well as a guide for the gradual implementation and the corresponding improvements foreseen.
56. In addition, the actions implemented in the roadmap and guidelines must be in line with the objectives of the project, hence each pilot beneficiary must implement measures to obtain a minimum of 10.000 kWh savings per building (non-renewable primary energy) and a 5% saving over the total energy consumption of the city with “no cost/low cost” measures and through behavioural change campaigns (estimated saving of 50.000 kWh non-renewable primary energy per city, per year).
57. The minimum requirements of the report where the Bidder shall support the beneficiary are included in Annex 2.



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Section 3: Competences and Experience

58. The Bidder shall provide a brief description of minimum five (5) similar past projects as a proof of experience (see Form 3 in the Annex 3), in order to highlight:
- Technical capability – evidence of familiarity with a variety of solutions of energy efficiency and renewable energies, ability to achieve high levels of audits required for the project and experience with a wide technical base of tools, equipment and processes appropriate to conduct the survey will demonstrate the aforementioned technical capability.
 - Internal capacity – evidence of training and development (certificates), internal capabilities and program capacity to enable timely delivery are key criteria.
 - Portfolio of relevant work.
59. The Bidder must probe to have strong internal organizational structure to conduct the activities including:
- Description of areas of expertise of the people who will be involved; roles and responsibilities of all actors involved
 - Economical statement
 - Bidders must probe to have professionals with a fluent level of English who can present and report the activities in each phase
60. The Bidder must probe to have at least 5 years of experience in the area and indicate previous experience in:
- Elaboration of an approved a Sustainable Energy Action Plan (SEAP), a Sustainable Energy and Climate Action Plan (SEACAP) or a plan with a similar ambition and demonstrate at least 5 years of experience in similar projects in the area of energy efficiency or sustainability.
 - International projects (numbers of projects and specific involvement)
 - Capacity trainings to relevant stakeholders (indicating number of hours and type of trainings)



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Section 4: Requirements for RFP

A. Documents to be Submitted

61. Annex 3 – Form 1 Letter of Application completed, signed, and stamped.
62. Annex 3 – Form 2 Team Composition and Tasks Assignment completed, signed, and stamped.
63. Annex 3 – Form 3 Experience in the field of energy efficiency and sustainability.
Participation in the development of plans, international projects or trainings
64. Annex 3 – Form 4 Financial Situation and Performance
65. Annex 3 – Form 5 Financial Offer signed and stamped.
66. In response to this RFP, the Bidder shall as well provide a method and resource statement. The document must include as a minimum:
 - a. method proposed for providing the required data;
 - b. number of and positions of staff to be employed on project, including project leader;
 - c. survey methodology, simulation equipment, software, if any etc. to be used;
 - d. any proposed alternative analysis methods and their performance;
 - e. Proposed output resolution and media.
67. All documents relating to this RFP shall be written in English language.
68. The financial offer shall be signed by the Bidder, or a person duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney to be attached to the proposal.
69. A 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 initiated by the person or persons signing the proposal.

B. Financial Offer Requirements

70. The financial offer must be submitted as per Form 5 in Annex 3 in euros exclusive of VAT.
71. If any item is needed for the required activities was not stated in the offer, then it is the bidder's responsibility to provide at no additional cost.



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Section 5: Administrative Information

A. Procurement Timetable

72. The following dates are set forth for informational and planning purposes however, LCEC reserves the right to change the dates.

Issue RFP	1 July 2022
Questions Due	8 July 2022
Response to Questions Issued	15 July 2022
Closing Date for Receipt of Quotations	22 July 2022
Announcement of Winning Bidder	Within 15 days of the closing date for receipt of proposal (except if received offers exceed assigned budget)

B. Submission of Bid Proposal and Validity Period

73. Deadline for the submission of the offer is 22 July 2022 at 3:00 p.m.

74. All proposals received after the mentioned date and time will be rejected and returned unopened to the bidder.

75. LCEC may, at its discretion, extend the deadline for the submission of proposals, in which case all rights and obligations of LCEC and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

76. Proposals must be delivered to the LCEC offices, no later than 3:00 PM, at the following address: Ministry of Energy and Water (MEW), Corniche du Fleuve, 1st Floor, Room 303.

77. The period of validity of quotation is 120 days and it starts on the closing date for receipt of bid proposals.

78. In exceptional circumstances, LCEC may request the bidders to extend the validity of the proposal and quotation beyond what has been initially indicated in this RFP.

79. The bidder shall prepare one (1) hard copy and one (1) soft copy of the bid proposal.

80. The hard copy should be signed and stamped by a duly authorized person.

81. The proposal shall be placed in a sealed envelope.



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82. The bidder shall submit a CD containing a digital copy of the proposal in PDF format.
83. The CD must be clearly marked to indicate the name of the bidder and the title of this RFP.
84. The envelopes shall be labeled with the following information:
 - a. RFP Title
 - b. Bidder's Name, Address, email, and Telephone Number
 - c. The Lebanese Center for Energy Conservation (LCEC), Ministry of Energy and Water (MEW), Corniche du Fleuve, 1st Floor, Room 303, Phone: 00961 1 569101.
85. If the envelope is not sealed and marked as required, LCEC will assume no responsibility for the misplacement of the proposal or its premature opening.



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C. Clarification Process

86. From the issue date of this RFP until the announcement of the winning bidder, bidders may contact LCEC **ONLY by email** to: energy@lcec.org.lb in case of questions, comments, or suggestions, including the following in the email subject **“SEACAP4SDG-RFP of Selecting an external entity”**.
87. LCEC assumes no responsibility for not answering questions, comments, or suggestions whereby the bidder does not include **“SEACAP4SDG-RFP of Selecting an external entity”** in the email subject.
88. Oral questions will not be permitted.
89. LCEC assumes no responsibility for verbal representations made by its employees unless such representations are confirmed in writing and incorporated into the RFP.
90. Written responses to questions, requests for clarifications, or suggestions will be sent to all bidders on or before the date listed in the Procurement Timetable.
91. LCEC will share a list of questions and answers with all bidders.
92. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

D. Amendment of the RFP and Withdrawal of Bid Proposal

93. LCEC may, at its discretion, ask any bidder for a clarification of its proposal which shall be submitted within a stated period of time. Any request for clarification and all clarifications shall be in writing. If a bidder does not provide clarifications of the information requested by the date and time set in the request for clarification, its proposal may be rejected.
94. Should any company interested in submitting a proposal fail to provide its contact details to the LCEC, the LCEC shall not be responsible if such company fails to receive any updates to this document or clarifications relating thereto.
95. The bidder may withdraw its bid proposal prior to the closing date for receipt of bid proposals by submitting a written request to withdraw to LCEC. Electronic mail and faxed requests to withdraw will not be accepted. The bidder's withdrawal notice shall be prepared, sealed, marked, and sent by hand and followed by a signed confirmation from LCEC.



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E. Costs of Preparing the bid proposal

96. The costs of preparation and delivery of the proposal are solely the responsibility of the bidder.

F. Bid Proposal Opening

97. LCEC will open bid proposals after the closing date for receipt of bid proposals as specified in this RFP.

98. The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the LCEC has announced a notice of intent to award a contract.

G. Disposition of bid proposals

99. All bid proposals become the property of LCEC and shall not be returned to the bidder.

100. All information submitted by a bidder may be treated as public information by LCEC following the conclusion of the selection process. Commercially sensitive information may be made anonymous only if the bidder explicitly identifies it as commercially sensitive and detrimental to the bidder's financial or commercial position.

H. Reservation of Rights

101. At any time prior to the deadline for submission of proposals, LCEC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, to:

- a. Modify or withdraw from the RFP, or modify the provisions contained in the RFP, for any reason;
- b. Select zero, one, or multiple bid proposal(s) in response to this RFP in order to enter into negotiations or execute an agreement;
- c. Award contract to bidder(s) based on some or all criteria in this RFP, or additional criteria not specified in this RFP, or post-bid negotiations;



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- d. Waive any material or immaterial non-conformity in any bid received;
- e. Reject parts of bid or entire bid for any reason;
- f. LCEC shall have no obligation to provide a reason for rejecting a bid;
- g. Issuance of this RFP in no way constitutes a commitment by LCEC to award a contract.

I. Joint Ventures, Consortiums, and Associations

- 102. Given the scale of implementation, bids submitted by a joint venture, consortium or association of two or more firms as partners will not be accepted.

J. Health and Safety

- 103. The Bidder must ensure that all relevant safety requirements associated with the provision of survey on behalf of the LCEC are met during the contract period, following the relevant national and international regulation.
- 104. The Bidder's attention is brought to the need for best practice in matters of safety.
- 105. Equipment supplied or used by the Bidder or their agents must conform to the current safety standards, following the relevant national and international regulation.

K. Protection of property

- 106. The Bidder is responsible for the prevention of damage to property and/or the environment caused by his/her works or the actions of employees or people under his/her direct control. This includes responsibility to ensure security of property where the Bidder has been supplied keys for access to normally locked spaces or unattended areas and where no additional client security measures are in place.
- 107. The Employer should notify the Bidder of any restrictions in relation to the marking of survey control, vegetation clearance and security requirements.
- 108. The Bidder should be aware of the potential damage that survey and analysis marking can cause to structures, underground utilities and to the environment and take appropriate steps to mitigate this.



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Section 6: Evaluation of Proposals

109. This section describes the evaluation process which will be used to determine the winning bidder.
110. The proposals shall be evaluated based on the following:
- Full acceptance to the contract terms and conditions;
 - Experience and Competence of the consultancy firm and the staff involved in the project as per Form 2 in Annex 3;
 - Lowest price.
111. LCEC shall disqualify proposals for any of the below reasons:
- The bidder fails to deliver the quotation by the due date and time;
 - The bidder fails to respond to the LCEC request for information, documents, or references;
 - The bidder fails to include any form, signature, certification, authorization, stipulation, disclosure or guarantee requested by LCEC;
 - The bidder provides misleading or inaccurate responses.
112. LCEC reserves the right to negotiate the proposed financial offer with the winning bidder before signing the contract.
113. In case the winning bidder does not sign the contract within thirty (30) days of the announcement of the award, then the LCEC reserves the right to disqualify the winning bidder and choose the next bidder.
114. Bidders will be evaluated based on the following five evaluation criteria.

Evaluation criteria	Requirement	Weightage
Category A – Weightage 100%		
A1. Experience in the field of energy efficiency and sustainability. Participation in the development of plans, international projects or trainings (based on Annex 3- Form 3 of this RFP)	<p><i>The following aspects are taken into account:</i></p> <ul style="list-style-type: none"> Number of approved SEAPS/SEACAPS or plans of equivalent ambition in which the company was involved. Roles and responsibilities within the establishment of the plan Number of international projects in which they have participated including the roles and expertise provided. Trainings and other capacity building sessions, considering the amount of hours dedicated and the target audience addressed Number of years of experience in the related fields 	60%



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	<ul style="list-style-type: none"> • Proven documentation to support the information given • Overall coherence and plausibility of the elements. 	
<p>A2. Structure of the company. Economical state and technical expertise of the team of experts (based on Annex 3- Form 2 and Annex 3- Form 4 of this RFP)</p>	<p><i>The following aspects are taken into account:</i></p> <ul style="list-style-type: none"> • Appropriate and robust internal organisational structure for the development of the project; including: <ul style="list-style-type: none"> ○ Areas of expertise of the people who will be involved; ○ Roles and responsibilities of all actors involved; ○ Good understanding whether internal capacities are sufficient for the successful development of the project or how external experts will be involved in the process ○ Economical statement ○ Language skills • Overall coherence and plausibility of the elements. 	40%

115. For each of the aspects of the evaluation criteria, a score ranging from 0 (application fails to address the criterion) to 5 (application addresses the criterion in an outstanding manner) is awarded (half points may be given).

116. The quality threshold for each criterion is 3 out of 5, i.e. Bidders have to reach a minimum score of 3 per criterion to be able to be successful.

117. To generate the final score per criterion, the mean of the scores given by the evaluators is used.

118. Overall, the scoring follows the following logic:

Points	Overall Scoring Logic
5	Excellent – The application addresses all relevant aspects of the criterion in an outstanding manner; any shortcomings are minor.
4	Very good – The application addresses the criterion very well , but with a small number of shortcomings.
3	Good – The application addresses the criterion in a satisfactory manner, but with a number of shortcomings.
2	Fair – The application broadly addresses the criterion, but with significant weaknesses.
1	Poor – The application addresses the criterion in an inadequate manner with serious inherent weaknesses.
0	The application fails to address the criterion or cannot be assessed due to missing information.

119. Based on the mean of the scores given per criterion, the final score is derived by applying the weightages set for the categories and criteria. The following formula applies to derive the final score:

$$Final\ score = 60\% * A1 + 40\% * A2$$



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Section 7: Contract Terms and Payments

120. The financial offer must be submitted as per Form 5 in Annex 3 in euros exclusive of VAT.

A. Method of payment

121. LCEC shall effect payments to the winning bidder after acceptance by LCEC of the invoices submitted by the Bidder, upon achievement of the corresponding milestones of the project.
- (20%) of Contract price upon Contract signature and the submittal of the comprehensive planning of activities by the Bidder.
 - (35%) of Contract price upon the accomplishment and delivery of the Deliverables of Level 1 activities.
 - (35%) of Contract price upon the accomplishment and delivery of the Deliverables of Level 2 activities.
 - (10%) of Contract price upon final completion and the accomplishment and delivery of all pending Deliverables.

B. Contract Period and Penalties

122. Two (2) weeks for Delivery from the commencement date until the Handover date for of the comprehensive planning of activities by the Bidder.
123. Four (4) months for Delivery from the commencement date until the Handover date for Deliverables of the Deliverables of Level 1 activities.
124. Ten (10) month for Delivery from the commencement date until the Handover date of the Deliverables of Level 2 activities.



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Annex 1 – General Terms and Conditions

Legal Status

125. The Bidder shall be considered as having the legal status of an independent Bidder vis- à-vis LCEC. The Bidder's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of LCEC.

Sources of Instructions

126. The Bidder shall neither seek nor accept instructions from any authority external to LCEC in connection with the performance of the services under this contract. The Bidder shall refrain from any action which may adversely affect LCEC and shall fulfill its commitments with the fullest regard to the interests of LCEC.
127. The Bidder may not communicate at any time to any other person, government or authority external to LCEC, any information known to it by reason of its association with LCEC which has not been made public except with the authorization of LCEC; nor shall the Bidder at any time use such information to private advantage. These obligations do not lapse upon termination of this contract.

Observance of the Law

128. The Bidder shall comply with all Lebanese laws, decrees, ordinances, rules, and regulations (including future amendments) bearing upon the performance of its obligations under the terms of this contract.

Settlement of Disputes

129. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof. In case amicable efforts fail, the settlement of disputes will take place in the courts of Beirut according to Lebanese laws and regulations.

Termination of Contract

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



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131. In the event of any termination by LCEC as per the above, no payment shall be due from LCEC to the Bidder except for work and services satisfactorily performed in conformity with the express terms of this contract. The Bidder shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
132. Should the Bidder be adjudged bankrupt, or be liquidated or become insolvent, or should the Bidder make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Bidder, LCEC may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The Bidder shall immediately inform LCEC of the occurrence of any of the above events.

Authority to Modify

133. No modification or change in this contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Bidder shall be valid and enforceable against LCEC.

Assignment

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

Bidder 's Responsibility for Employees

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

Sub-Contracting

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



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Title to Equipment

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

Confidential Nature of Documents and Information

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

Officials Not to Benefit

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

Indemnification

140. The Bidder shall indemnify, hold and save harmless, and defend, at its own expense, LCEC, 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 Bidder, or the Bidder's employees, officers, agents or sub-contractors, in the performance of this contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Bidder, its employees, officers, agents, servants or sub-contractors. The obligations mentioned herein do not lapse upon termination of this contract.



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Encumbrances/Liens

141. The Bidder 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 LCEC against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Bidder.

Use of Name, Emblem or Official Seal

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

Copyright, Patents and Other Proprietary Rights

143. LCEC 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 as well as after execution. At the LCEC request, the Bidder shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to LCEC in compliance with the requirements of the applicable law.

Force Majeure; Other Changes in Conditions

144. Force majeure, as used herein, 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.

145. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Bidder shall give notice and full particulars in writing to LCEC, of such occurrence or change if the Bidder is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Bidder shall also notify LCEC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this contract.



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The notice shall include steps proposed by the Bidder to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required herein, LCEC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Bidder of a reasonable extension of time in which to perform its obligations under this contract.

146. If the Bidder is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, LCEC shall have the right to suspend or terminate this contract following a period of notice of seven (7) days.

Child Labour

147. The Bidder represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle the LCEC to terminate this contract immediately upon notice to the Bidder, at no cost to the LCEC.

Corrupt and Fraudulent Practices

148. Anticorruption Policy requires bidders, suppliers, Bidders and contractors to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the organization defines, for the purposes of this provision, the terms set forth below as follows:
- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



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- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
149. LCEC 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, coercive practices, or any illegal practice in competing for the contract.
150. LCEC will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in contracts if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices, or any illegal practice in competing for, or in executing, a contract.

Conflict of Interest

151. LCEC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under LCEC’s Anticorruption Policy. In pursuance of LCEC’s Anticorruption Policy’s requirement, bidders, suppliers, Bidders and contractors under contracts must observe the highest standard of ethics. LCEC will take appropriate actions to manage such conflicts of interest which may include rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to:
- a. have controlling shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of their proposal; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or to influence



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- the bid of another bidder in the subsequent bidding process or influence the decisions of LCEC regarding this bid process; or
- e. participated as a Bidder in the preparation of the design or technical specifications of the works that are the subject of this RFP. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, may not normally be a supplier of goods or works, if it provided consulting services for the contract corresponding to this RFP, unless it can be demonstrated that there is no significant degree of common ownership, influence or control.



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Annex 2 – Detailed Support from the Bidder to the Beneficiary/Municipality

First Phase

152. As a result of the first phase the Bidder will elaborate in collaboration with beneficiaries a customized energy efficiency assessment to prioritize and implement the solutions introduced in the Capitalization Toolkit.
153. The final results will be validated through the presentation of one energy-mix efficiency plan for each selected entity.
154. If the final documents are elaborated in local languages a summary in English must be provided highlighting the main relevant aspects considering the following points:
 - **Assessment of existing conditions**
In this segment, entities are required to introduce the evaluation and assessment of the current situation developed after the implementation of the SPR and the toolkit, including energy consumption and characteristics of the typologies analysed, prioritization of actions in buildings and other relevant aspects to be highlighted such as no cost- low cost actions involving stakeholders.
 - **Planned energy improvements**
In this section, the beneficiary presents an overview of the proposed actions and the necessary investments. The section shall include the objectives of the planned actions; the general administrative framework, including the actors involved and their responsibilities; the technical measures planned; barriers and obstacles and ways how to bridge these gaps; and the expected impacts, such as energy savings, renewable energy production, avoided CO2 emissions and social and climate impacts. Finally, the section must include the project's potential for up-scaling and/or replication and the alignment with the existing SEACAP or plan with similar ambition.
 - **Behavioural change. Stakeholders involvement**
An overview of the activities proposed for the different stakeholders based on the previous analysis and the potential impacts expected, including the objectives, the general framework conditions, the barriers and obstacles identified and ways how to bridge these gaps. In case these aspects were previously addressed in the existing plans, the section must describe the alignment of the actions proposed with the main objectives established before.



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Second Phase

155. The second phase includes a road map and detail documentation for select target buildings and stakeholders.
156. The Beneficiary will be required to present an upgraded and customized roadmap with the set out of the priorities and measures to be implemented, as well as a guide for the gradual implementation and the corresponding improvements foreseen.
157. The Bidder shall accompany the beneficiaries in preparing the required road map and detail documentation.
158. In addition, the actions implemented in the roadmap and guidelines must be in line with the objectives of the project, hence each pilot beneficiary must implement measures to obtain a minimum of 10.000 kWh savings per building (non-renewable primary energy) and a 5% saving over the total energy consumption of the city with “no cost/low cost” measures and through behavioural change campaigns (estimated saving of 50.000 kWh non-renewable primary energy per city, per year).
159. The justification of the expected savings must be conducted using the selected outcomes of TOOLKIT.
160. In case complementary resources outside the TOOLKIT are used to perform the calculations the detail methodology must be included in the documents.
161. The reports should include the following points:
 - A detailed description of the planned energy improvements in the selected targets
In this section, the beneficiary presents an overview of the proposed actions over a specific target building or set of buildings, including the technical documentation to implement the measures, expected impacts (energy saving, renewable energy production, avoided CO₂ emissions) as well as social and climate impacts, the project’s potential for up-scaling and/or replication and a summary of the components. Entities must demonstrate at this stage that they expect to achieve a minimum energy saving of 10.000 kWh per building in alignment with the project objectives.
 - Behavioural change.
Detail description and implementation of selected activities planned to engage stakeholder and the impact of the actions proposed, including energy savings and avoided CO₂ emissions and the project’s potential for up-scaling and/or replication.



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Entities must demonstrate at this stage that they expect to achieve a minimum energy saving of 5% over the total energy consumption of the city in alignment with the project objectives.

- **Legal analysis**
The legal feasibility of the planned actions should be highlighted, which concerns the legal requirements applicable to the investment project as well as potential legal and/or regulatory incentives and obstacles to its realisation.
- **Economic and financial analysis**
This section focuses on the economic and financial aspects of the planned investment, where the beneficiary should indicate the estimated costs, cost savings and other revenues, financial indicators on economic viability, such as simple payback period, net present value and internal rate of return, critical risks that can affect the project implementation and potential mitigation measures as well as the envisaged financing approach with potential funding sources (such as grants, soft loans, guarantees etc.) for the investment project.



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Annex 3 – Forms

Form 1 - Letter of Application

Date of Application

01 July 2022

To: The Lebanese Center for Energy Conservation (LCEC)
Ministry of Energy and Water
Corniche du Fleuve, First Floor, Room 303
Beirut, Lebanon

From: *[Insert company name]*
[Insert full legal address]
[Insert full Bidder's authorized representative name]
[Insert Bidder's authorized representative telephone/Fax]
[Insert Bidder's authorized representative mobile phone]
[Insert Bidder's authorized representative email]

Name of the Project: "Request for Proposal (RFP) for SELECTING EXTERNAL SERVICES as part of the Med SE(A)CAP integration through uniform adapted assessment and financing methods, mainly targeting buildings in education and health sectors, for sustainable development goals in a smart society"

We, the undersigned, submit this proposal and declare that:

- (a) We have examined and have no reservations to the most recent version of the RFP document and all its addendums;
- (b) We hereby confirm that we will comply with the policy in regard to Corrupt and Fraudulent Practices, and we have no conflict of interest in accordance with the section mentioned on this issue in the RFP;
- (c) We hereby confirm that if our proposal is selected, we shall sign the agreement as per the proposal;



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- (d) We understand that you may, without incurring any liability to the Bidders, a) cancel the RFP at any time and b) accept no proposal or invite no Bidder to sign the installation agreement. We also understand and accept that we shall bear all costs associated with its preparation and submission and that LCEC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process;
- (e) All information, statements and description contained in the application are in all respect true, correct and complete to the best of our knowledge and belief;
- (g) We understand that LCEC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application. This letter of application will also serve as an authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by LCEC to verify statements and information provided in this application, or with regards to the resources, experiences, and competence of the bidder.

[Insert full name of person signing the application]

In the capacity of: *[Insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[Insert capacity of person signing the Application]*

[Insert full name of main Bidder]

[Insert full address]

[Insert date of submission]



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Form 2 - Team Composition and Tasks Assignment

Team Member Name	Position in this Assignment	Assigned Task	Years of Experience in Energy Efficiency and Renewable Energies

Please attach the CV of each team member separately.



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Form 3 – Experience in the field of energy efficiency and sustainability. Participation in the development of plans, international projects or trainings

Number of approved SEAPS/SEACAPS or plans of equivalent ambition in which the company was involved.	
Roles and responsibilities within the establishment of the plan	
Number of international projects in which you have participated including the roles and expertise provided.	
Trainings and other capacity building sessions, considering the amount of hours dedicated and the target audience addressed	
Number of years of experience in the related fields	
Proven documentation to support the information given	
Overall coherence and plausibility of the elements.	



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Form 4 - Financial Situation and Performance

[Name of Bidder]

[The following table shall be filled in for the Bidder]

Type of Financial information in (Euro)	Historic information for (Euro)		
	2021	2019	2018
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

[The Bidder shall provide copies of financial statements for the last 3 years. The financial statements shall: (a) reflect the financial situation of the Bidder, (b) be independently audited or certified in accordance with local legislation, (c) be complete, including all notes to the financial statements, (d) correspond to accounting periods already completed and audited]



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Form 5 –Financial Offer

	Deliverables	Price (Euros) Without VAT
Activities		
Level 1		
Level 2		
Total		