



## **Invitation for Pre-Qualification**



Energy Conservation Fund (ECF) / NEECA invite proposals from experienced and financially sound event management service providers. Pre-Qualification document which include the terms and conditions, procurement method, proposal opening process, evaluation criteria and guidelines for clarification/rejection of proposals, are available to the interested applicants and can be downloaded from [www.neeca.gov.pk](http://www.neeca.gov.pk) and EPADS-PPRA Website <https://eprocure.gov.pk>. Proposals must be submitted electronically through EPADS and hard copy in sealed envelope at office of the undersigned by November 06, 2025 at 1500 hours. The proposals will be opened on the same day at 1530 hrs.

Company Secretary  
Energy Conservation Fund (ECF)  
NEECA Building, Sector G-5/2, Islamabad  
Ph: 051-9206002

## Terms and Conditions

1. **Pre-qualification Identification Number:** ( T#01/25-26)
2. **Invitation for Proposals/Applications:** Applications are invited for the “Pre-Qualification of Event Management service Provider (s) for ECF/NEECA”.
3. **Submission Method:** Pre-Qualification Method under Open Framework Agreement

### **PRE-QUALIFICATION OF EVENT MANAGEMENT SERVICE PROVIDER (S)**

4. **Eligibility:** Only service provider/applicants that are registered and listed on the Active Taxpayers List (Income and Sales Tax) of FBR or respective revenue boards are eligible to provide services to the Company. Applications from those service providers which are not registered with the Federal Board of Revenue or the respective revenue boards for Income Tax and Sales Tax will be rejected.
5. **Exclusion Criteria:** Applications from any party who is found or suspected to be engaged in or under investigation for offences related to fraud, terror financing, money laundering etc. will be rejected without providing any reason.
6. **Joint Ventures:** Joint ventures are not allowed to participate in the pre-qualification process.
7. **Service period:** The duration of pre-qualification shall be three years subject to satisfactory performance of the pre-qualified Company/Firm and pre-qualification ground remain unchanged.
8. **Coordination:** ECF/NEECA Admin representative shall coordinate with pre-qualified Company/Firm during the period of assignment to ensure that the proposed time frame of the assignment is met. The pre-qualified Company/Firm(s) shall nominate a representative to liaise with the ECF/NEECA. Only pre-qualified service providers Company/Firm shall be entitled to participate further in the procurement proceedings.
9. **Information Access:** Relevant details and terms and conditions of the invitation may be obtained from the undersigned in person or by visiting the NEECA website: [www.neeca.gov.pk](http://www.neeca.gov.pk)
10. **Agreement & modification:** The agreement is the complete understanding of the parties, supersedes any prior oral or written representations or understandings, and can only be modified by written agreement of the parties. Either party with one-month notice can invoke the termination of their agreement.
11. **Service Locations:** The interested service provider/vendor(s) must offer to conduct the events at least at Lahore, Karachi & Islamabad or any other location in Pakistan where services are required.
12. **Presentation Requirement:** Service provider(s) participating in the pre-qualification process are required to make a presentation on their organization profile, experience and methodology to ECF/NEECA.
13. **Legal Agreement:** The Pre-qualified service provider(s) will be required to sign a legal agreement with the ECF under open framework agreement. All services shall be provided

in accordance with the agreement signed between the parties (ECF and the service provider). A sample agreement is attached as **Annex “C”**; however, ECF reserves the right to amend, modify or add any clause in the agreement.

14. **Delivery Period:** At the time of bidding, the successful service provider is bound to provide the required services within as per event schedule and TORs provided for every event. Delay in execution of any event-related activity shall attract liquidated damages @0.2% of the contract value per day, subject to a maximum of 10% of total contract value
15. **Payment and Tax Deductions:** Payment to the Service provider will be subject to the deduction of income tax and sales tax as per applicable laws at the rate prescribed by the Government from time to time. A certificate for the deducted tax amount will be provided to the service provider.
16. **Active Taxpayer List (ATL) Requirement:** If the pre-qualified party(ies) are not listed on the ATL at the time of payment, the payment will be withheld until it files the necessary returns and appears on ATL of FBR. Alternatively, the entire tax amount or the applicable tax on the gross value of the supplies will be deducted/withheld.
17. **Proposal/Application Submission:** It is of utmost importance that proposals are submitted with great care and that the instructions provided are strictly followed. Failure to comply may result in the proposals being disregarded.
18. **Language and Proposal Format:** The language of the proposal/application is English. Alternative Proposals will not be considered.
19. **Amendments:** Any amendments, alterations or corrections in the proposals must be fully attested by the person signed the proposals.
20. **Evaluation:** Proposals/Applicants will be evaluated according to criteria prescribed in the pre-qualification documents.
21. **Business Information:** The interested service provider(s) must have a regular place of business, along with valid telephone numbers and an email address.
22. **Proof of Legality:** Proof of the service provider’s existence/registration as a legal entity, along with an affidavit stating that the service provider is not blacklisted by any organization, must be submitted with the proposal.
23. **Right to Cancel:** ECF reserves the right to reject and cancel the entire process at any stage in accordance with Rule 33 of PPRA Rules, 2004.
24. **Submission Method:** Applicants will submit their proposals online on EPADS and hard copy in sealed envelope at address: Company Secretary, Energy Conservation Fund (ECF), NEECA Building, Sector G-5/2, Islamabad
25. **Technical Clarifications:** Clarification on the technical requirements, if any, may be obtained from Mr. Ali Abbas, Finance & Business Development Officer at ali.abbas@neeca.gov.pk
26. **The deadline for the submission of proposals is:**  
**Date: 6<sup>th</sup> November, 2025**  
**Time: 1500 Hrs**
27. **The proposal opening shall take place at:**

**4th Floor, NEECA  
Building, Sector G-5/2  
Islamabad**

**Date: 6<sup>th</sup> November, 2025  
Time: 1530Hrs**

**Note: Attachment Details are as under:**

1.	Terms of Reference/Scope of services	Annex "A"
2.	Evaluation Criteria	Annex "B"
3.	Format for Undertaking/Affidavit	Annex "C"
4.	Documentary Evidence	Annex "D"
5.	Sample Agreement	Annex "E"

- **If the above terms and conditions are acceptable, then proposals must be submitted well in time complying all the requirements.**

Terms of Reference/Scope of Services

The service provider should provide full fledged event management services in line with the requirements shared by the ECF/NEECA.

**Service provider will have to fulfil following minimum requirements. The service provider shall:**

- Provide event management services as requested despite the working hours/days.
- Timely arrange an event consumable: flipchart paper, markers, participant folder with stationery and materials, name tag, direction signs holders, name holders, setting banners or any other item. Specific requirements for each request will be provided/ agreed in writing prior to commencement of the EVENT.
- Coordinate with EVENT venue management, relevant authorities including Government, District, hotels, on all the organizational issues.
- Arrange participants' registration to the event, including
  - (a) staffing of event reception/registration desk;
  - (b) monitoring of and reporting on actual attendance at the event.
- Provide services for copying and printing of materials as well as technical support, including IT support and coordination with venue management throughout the event and ensure that all requirements are provided and arranged on time and as required, including the catering arrangements and travel, hotel arrangements.
- Arrange the service/help desk in the venue of the event to reply to participants' requests/needs and assist them during the event. It should provide full-day administrative support to the participants in the event; ensure that there are people at the service desk who will facilitate participants and who are up to date with the latest arrangements on the event.

Key services enlisted below, at minimum are defined. However, Specific requirements for all kinds of services for each Event will be provided/agreed in writing prior to commencement of the EVENT.

**1. Conference halls (venue) rental services:**

The services shall include:

- Rental Payments, Seating arrangements, set-up of dais/podium, proper sound system and decorations such as banner /backdrops on the podium, and arranging Lynyrd, name card, Name tent etc.
- Design and Installation of summit/conference creatives
- Design and Installation of Stalls in conference/summit

**2. Audio-Visual Management Including Videography**

The services shall include:

- Timely arrangements shall be made to ensure electronic and audio-visual equipment are available, installed, and fully functional (screen, LCD, pointers, notebooks/laptops, desktop, printers, photocopy machine, conference system, lighting, cable extension, etc.).
- Sound system (Audio Mixer, Line Array Speakers, Standing Speakers, Monitor Speakers, Bass Speakers, Power Amplifiers, Hand Microphones, Head Gear Cordless Microphone) Gooseneck Microphone & Other Accessories, Logistics and technical support.

### **3. Live streaming**

Arrangements for a, live-streaming on Facebook, YouTube pages or any other social media platforms of ECF/NEECA.

### **4. Preparation of white paper**

Preparation of white paper post-event, to capture the conversations and deliberations, if required.

### **5. Audio-Visual Management**

This includes designing:

- Logo & Theme Design
- Stage floor
- Stage and SMD border
- Stage backdrop
- Branded table boxes for the stage
- Media wall
- Hall Side Walls
- SMD wings
- Welcome Banners
- QR Code Banners
- Registration Desk
- Attendee Management
- Welcome Gates \* The key visual will be provided by NEECA
- Conference kit
- Tote bag and backpack
- Notebook and pen

### **6. Catering services:**

The services shall include:

Timely arrangements for serving meals (lunch, coffee breaks, dinner, reception) in line with the approval. Specific requirements for each request will be provided/agreed in writing prior to commencement of the event.

### **7. Photo/video services:**

The services shall include:

- Best quality photography Within the day or during the event.
- Provide photo and audio/video and make a production of the photos and audio/video as requested.
- SMD screens on the stage
- Cameras HD-video (DSLR cam & HD Cam)
- Stage/venue lighting (Face Light 1000w Bank with Tower Stand)
- Plasma TVs

### Evaluation Criteria

Following will be points considered for technical evaluation of Company/Firm participating in pre-qualification process:

#### A. Must meet standards:

Sr.#	Mandatory Eligibility Criteria
1.	Brief Company/Firm profile including Valid Registration/Incorporation Certificate
2.	Valid National Tax Certificate and sales tax registration certificate/Provincial revenue authority registration certificate & Active tax payer status
3.	Affidavit to the effect that any government department has not blacklisted the company.

#### B. Other technical grounds:

S. No.	Evaluation Grounds	
1.	<p><b>Applicant Portfolio:</b></p> <p>i. Brief description of spectrum of Services <b>citing specific client events as example</b> (Max 5 marks and 1 mark each)</p> <ol style="list-style-type: none"> <li>a. Pre-event activities (e.g. designing and dispatching timely invitations etc.)</li> <li>b. Venue selection and booking, (e.g. advisory for conceptualization of theme and recommending appropriate, regulatory approvals for specific venue etc.)</li> <li>c. logistics and Protocol for delegates/dignitaries (e.g. boarding and lodging arrangements etc.)</li> <li>d. Catering (e.g. buffet, hi Tea etc.)</li> <li>e. videography and live streaming (e.g. recording etc.)</li> </ol> <p>ii. Marketing Campaigns Attach documentary evidence for specifically designed following: (Max 5 marks and 1 mark each)</p> <ol style="list-style-type: none"> <li>a. Invitation,</li> <li>b. Direct emails,</li> <li>c. animation characters/mascots;</li> <li>d. branding signs and</li> <li>e. social media ads.</li> </ol> <p>iii. National and International Recognition (Max 4 marks) (Evidence for any specific awards/certificate bestowed for extraordinary conduct of events on national &amp; international level will carry 2 marks each)</p> <p>iv. Industry Networking (Max 4 marks) (Documentary evidence for company belonging to Group of events management companies <b>only</b> will get 04 marks)</p>	<b>18</b>
2	<p><b>Experience &amp; Quality of Services</b> Detail of experience of clients in handling, conducting and managing functions elaborating:</p> <p>a. <b><u>RELEVANT EXPERIENCE (15 marks)</u></b></p> <ol style="list-style-type: none"> <li>i. Type (Seminars, Exhibitions / Events related to Energy Efficiency, EV Vehicle or EV Charging Stations, Conferences, Dinner, Fashion Show, Family Gala, Milad, Cricket/Games Competitions, Cultural Shows, Product/brand (Max Marks = 10)</li> </ol>	<b>30</b>

	<p>Launch Window Dressing/Award Shows/Soft Launch/Curtain Raiser etc.) and</p> <p>ii. venue for: -</p> <p>No. of Participants attended 50 to 100 =1 marks,  NO of Participants attended 100 to 200= 2 marks,  No of Participants attended 200 to 300= 3 marks,  No of Participants attended 300 to 400 = 4 marks,  No of Participants attended 400 to 600= 5 marks,  (Minimum one function against the above category will get the indicated marks, Documentary proof should be attached)</p> <p>b. <b><u>QUALITY OF SERVICES (15 marks)</u></b></p> <p>Feedback testimonials/Letter from 5 recent clients on the following scale for each component listed below:</p> <p>(Scale for numbering will be Excellent=5 to Below Average=0)</p> <p>i. Delivery Turnaround time of services (5 mark)</p> <p>ii. Flexibility in provision of services (5 mark)</p> <p>iii. Accuracy in matching of requirements (5 mark)</p>	
3	<p><b>Geographical presence:</b></p> <p>Provide services in all Pakistan.</p> <p>i. Must be offering services at 3 places including Islamabad, Karachi, Lahore (3 marks)</p> <p>ii. Offering services at places other than mentioned places at Sr.i (1 mark each for every place other than Lhr, Khi &amp; Isl, max upto 3 marks)</p>	6
4	<p><b>Detail of dedicated workforce offered by the applicant/proposer for the events</b></p> <p>CVs particularly <b>containing role in event management and relevant experience</b> for members of following teams:</p> <p>i. Managerial (6 marks) (minimum 3 members)</p> <p>ii. Technical (8 marks) (minimum 4 members)</p> <p>iii. Digital (4 marks) (minimum 2 members)</p> <p>iv. Support and attendance Management Staff. (4 marks) (minimum 2 members)</p>	22
5	<p><b>Capabilities:</b></p> <p>a. <b>Financial soundness (4 marks)</b></p> <p>Annual turnover – attach audited financials of last 3 years  Bank statement of last 6 months  (Highest balance among the parties would get max marks)</p> <p>b. <b>Specific Equipment (10 marks)</b></p> <p>Lists of owned and leased equipment (5 marks each)  (Audio Video equipment, microphones, metallic detectors, walkthroughs, lighting system, logistics, Red Carpet, complete trussing etc.)  (Highest items listed among the parties would get max marks)</p>	14
6	<p><b>Just-in-time Arrangements:</b> Exigent arrangement of function(s) in case of unforeseen issues with technology during the event, at short notice time period or total re-arrangements due to force majeure</p> <p>i. List of 05 contracted Suppliers, contract period, events managed (5 marks)</p> <p>ii. 02 functions with detailed original Plan vs Total Rearrangement plan executed (2.5 marks each)</p>	10
	<b>Grand Total</b>	<b>100</b>

**Note: In case any applicant/proposer does not fulfill any Mandatory Requirement(s), its proposal shall be considered non-responsive.**

**Proposer(s) securing minimum 80% marks or above, *Proposals securing minimum 80% marks or above shall be pre-qualified.***

**Format of Affidavit/Undertaking**

**Proposer must submit following undertaking (on stamp paper of Rs.100), failing which the proposal shall be rejected**

- a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under;
- b) That M/s.....is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- c) We also confirm that service provider has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- d) That the Partner(s) / Officers of M/s..... have not been convicted under any offence including financial crime. Nor they every compounded with their creditors in any capacity.
- e) We, hereby agree with all the requirements and terms & conditions of the pre-qualification document and submit the proposal.
- f) We, hereby agree and confirm availability of our resources for management of the Event.
- g) We, hereby agree and confirm availability of backup personnel or technical support in case of unforeseen issues with technology during the event.
- h) The above statement(s) is/are true to the best of my knowledge and belief and nothing has been concealed or is false.

**Note: In case applicant/proposer is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its proposal shall be rejected**

**Name:** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Stamp:** \_\_\_\_\_

**DOCUMENTARY EVIDENCES FOR ELIGIBILITY OF PROPOSER(S)**

Name of the Proposer/Applicant: \_\_\_\_\_

Application Reference No: \_\_\_\_\_

Date of opening of Proposal: \_\_\_\_\_

Documentary evidences for determining eligibility of the proposer(s) & evaluation of proposals. Proposer(s) should only fill the column with initials against those requirements that they are attaching with the form. Proposer(s) **are required to mark page number on all pages of the proposal and mention the exact page number of relevant documents in the table below.** Proposer(s) are advised to attach all supporting documents with this form in the order of the requirement.

S #	Required Documentation	Signature/ initials of applicant/ proposer	Supporting Document's Title	Page Number in the proposal
1	NTN Certificate			
2	GST Certificate			
3	Availability on Active Tax Payers List of FBR			
4	Registration/Incorporation/Business Certificate			
5	Affidavit(s)			
8	Authorized Contact Number and Email Address.			

SAMPLE AGREEMENT

The terms and conditions of the agreement and annexures may change with mutual consent at the time of signing.

This agreement (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_ 2025

*By and between*

**Energy Conservation Fund (ECF)**, a company limited by guarantee registered under section 42 companies act 2017, with its office located at **NEECA Building, Sector G-5/2, Islamabad** (the "Company", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

*And*

\_\_\_\_\_ (“the Event Management Company/Firm”, which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

Company and Event Management Company/Firm shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The Company in order to ensure transparency and impartiality in the event management is desirous of acquiring professional event management (“**Services**”) for the events of the Company.
- b) The Event Management Company/Firm is a well reputed and experienced in similar industry.
- c) The Event Management Company/Firm represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by the Company.
- d) The Company has agreed to engage the Services of the Event Management Company/Firm and the Event Management Company/Firm has agreed to provide the same.

**Now, therefore**, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

**1. Duration**

This Agreement will become effective on the \_\_\_\_\_ and will remain in effect for a period of three years (the “Term”) or until terminated in accordance with Clause 7 or 9. The termination of this Agreement will not;

- (a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- (b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

## 2. Definition

In this Agreement, the following terms shall have the meanings assigned as under:

- a) “Company” means the Energy Conservation Fund.
- b) “Event Management Company/Firm” means \_\_\_\_\_
- c) “Services” means the event management services to be provided by the Event Management Company/Firm under this Agreement.
- d) “Department” means the Admin Department of the Company.

## 3. Services

- a) The Event Management Company/Firm shall perform the Services under this Agreement as detailed in **Annexure-A**.
- b) The Event Management Company/Firm shall perform and execute the Services at the times and in the manner as specified in **Annexure-A** to this Agreement with due care and skill in accordance with the best professional standards prevailing in similar industry to the satisfaction of the Company.
- c) The Event Management Company/Firm recognizes and assures that any Services performed under this Agreement and work done shall be the exclusive property of the Company and the Event Management Company/Firm shall have no right or claim to it.
- d) The Parties hereby agree that this Agreement does not in any manner restrict the ECF from the appointment of any other Event Management Company/Firm for similar purposes. The Company reserves the right of appointment concerning the subject matter of this Agreement and may appoint several Event Management Company/Firm for the purpose of the Services stated herein.
- e) The Parties further agree that the Company will not appoint any other Event Management Company/Firm for similar purposes during the time where certain positions are assigned to the Event Management Company/Firm. However, the condition set forth in this sub-clause will remain in effect till the submission of final deliverable (summary profiles and resumes) for each position by Event Management Company/Firm or a written notice of 10 working days by the Company revoking such assignment.

## 4. Responsibilities

### a) Event Management Company/Firm

The Event Management Company/Firm shall:

- (i) ensure the effective performance and execution of Services detailed in **Annexure-A**.
- (ii) endeavor to effectively perform its obligations and ensure to satisfy the objective of the Company regarding the Services.
- (iii) make appropriate documentation available to the Department.

### b) Company

The Company (ECF) shall:

- (i) arrange for adequate and concise documentation in order to facilitate the Event Management Company/Firm for the execution of Services to be rendered under this Agreement.
- (ii) facilitate Event Management Company/Firm regarding execution of the Services.
- (iii) provide adequate information necessary for the execution of the Services to be performed by the Event Management Company/Firm.
- (iv) ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.
- (v) ensure timely payments in accordance with the Agreement.

**5. Payments**

- a) Fee shall be determined at the time of event-specific contract under this framework.
- b) The amount quoted in the bid shall be the total fee and if declared as most advantageous bid, shall be paid to the Event Management Company/Firm subject to the satisfactory performance of Services.
- c) All payments as agreed shall be less any Government taxes which the Company is required by law to deduct.
- d) The payments shall be made in Pak rupees through a mode as mutually agreed between the Parties.

**6. Proprietary Information/Confidentiality**

- a) During the course of the Agreement both Parties will share information of confidential and / or proprietary nature. Recipient agrees not to disclose any information to any third parties or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.
- b) Notwithstanding the foregoing, recipient may disclose the disclosing Party's information if in the opinion of its counsel, disclosure is required by law; provided, however, that recipient will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to the disclosure and that recipient requests confidential treatment of the disclosed information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature; provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.
- c) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five (5) years from the date of execution or completion/ termination of this Agreement.

**7. Termination**

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within thirty (30) days of a written notice to do so.
- b) The Company may terminate this Agreement if the Event Management Company/Firm fails to provide the Services in accordance with this Agreement.
- c) The Event Management Company/Firm may terminate this Agreement if the Company fails to make payments in accordance with this Agreement.

**8. Indemnity**

The Event Management Company/Firm liability for loss or damages arising in relation to the services, as a result of breach of contract, tort (including negligence) or otherwise, is limited to an

amount equal to the fees paid by the Company for the portion of the Event Management Company/Firm's services or work giving rise to the liability.

In any event and to the extent permitted by law, the Event Management Company/Firm will not be liable for any indirect, incidental or consequential loss, damages or expenses (including loss of profits or revenue, business interruption, loss of data or failure to realize anticipated savings or benefits) arising in any way in relation to the Services.

## **9. Force Majeure**

- a) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- b) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, natural catastrophe and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or authority or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- c) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- d) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either Party may terminate this Agreement by notice to the other Party.
- e) For the purpose of this clause, a prolonged period is one exceeding (30) days.

## **10. Dispute Resolution/Arbitration**

- a) The Parties shall attempt to amicably resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- b) If the Parties cannot settle any dispute or difference within thirty (30) days after first conferring, then such dispute or difference shall be settled through arbitration each party shall appoint one arbitrator and the appointed arbitrators shall then appoint and umpire. The award of the arbitrators or in case of a dispute between the arbitrators, the umpire shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- c) The arbitrators shall preferably be retired judges of High Courts of Pakistan. The arbitrators will have no authority to award or make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- d) The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

**11. Notices**

a) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first-class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

**b) Address for notices**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number set out below; or
- (ii) where another address or number is notified by either of the Party to other Party, the last address of number so notified to it.

If to the Company (ECF):  
Attn: Mian Muhammad Bilal  
Designation: Company Secretary  
Energy Conservation Fund (ECF),  
NEECA Building, Sector G-5/2,  
Islamabad Tel: +92-51-9206002  
Email: [mianbilal@neeca.gov.pk](mailto:mianbilal@neeca.gov.pk)

If to Event Management Company/Firm: Attn:  
Mr./Ms. \_\_\_\_\_  
Designation:

\_\_\_\_\_  
Tel: \_\_\_\_\_, \_\_\_\_\_ Fax: \_\_\_\_\_

**12. Relationship**

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

**13. Amendment**

- a) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- b) This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

**14. Applicable Law and Jurisdiction**

- a) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- b) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

**15. Stamp Duty**

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Event Management Company/Firm.

**16. Annexure**

The Annexure to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

**In witness hereof the Parties have executed this Agreement on the day and year written above.**

**AGREED AND ACCEPTED**

**ECF**

**Name of Event management Company/ Firm**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**WITNESS**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: Attached agreement is a sample agreement and terms and conditions may change at the time of signing off by both parties with mutual agreement.*