

Government of Pakistan
Ministry of Information Technology and Telecommunication

DIGITAL PAKISTAN

REQUEST FOR PROPOSAL (RFP)
From Headhunting Firms/Executive Human Resource Searching Firms for Selection of Executive
Director (SPPS-I Scale) National Information Technology Board, Islamabad
(Lump Sum Salary Package Rs. 1.5 – 2.00 Million all-inclusive subject to normal taxes)

Letter of Invitation

Tender No: _____ Closing Date & Time: _____

Dear Mr. /Ms.:

1. Ministry of Information Technology and Telecommunication, Islamabad invites proposals
FOR HEADHUNTING FIRM. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under LCS (least cost-based selection) and procedures described in this RFP in accordance with the Public Procurement Rules, 2004.
3. The RFP includes the following documents:
 - (i.) Letter of Invitation
 - (ii.) Instructions to Consultants/Firms (including Data Sheet)
 - (iii.) Terms of Reference
 - (iv.) Technical Proposal - Standard Forms
 - (v.) Financial Proposal - Standard Forms
 - (vi.) Standard Form of Contract
 - (vii.) Conditions of Contract
4. For any query, please contact on the following address:

The Section Officer (Admin)
Ministry of Information Technology and Telecommunication, 7th Floor, Kohsar Block,,
Pak. Secretariat, Islamabad
Ph No.051-9205757
E-mail: ddo@moitt.gov.pk

Yours sincerely,

Muhammad Jamil
Section Officer(Admin)
Ministry of Information Technology and Telecommunication, Kohsar Block, Pak Secretariat, Islamabad

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OVERVIEW

About the National Information Technology Board

The Ministry of Information Technology and Telecommunication (MoITT) is responsible to formulate policies aimed at improving the National Information and Communications Technology (ICT) infrastructure and services to transform Pakistan into a knowledge-based economy by ensuring the provision of reliable and affordable Information and Communications Technology enabled services.

The National Information Technology Board (NITB) is operating under the administrative control of the MoITT and is mandated to provide new revenue and value producing opportunities to the public sector organizations with a wide range of technical guidance along with advisory services for specific areas such as automation, design, development, and implementation. The Executive Director is the official head of the National Information Technology Board (NITB)

Sealed tenders (Financial and Technical proposals) are invited from approved/registered and reputed Head-Hunting Firms having established office(s) in Islamabad who meet the requirements mentioned in this RFP/tender documents. Only the technical proposals will be opened in presence of the bidder's representative initially and the financial proposals of technically qualified bidders will be opened at later stage. MoITT reserves the right to accept or reject any or all offers at any stage as per Public Procurement Rules, 2004.

TENDER GOAL

MoITT intends to engage a HEAD-HUNTING Firm for providing their specialized services for the selection of Executive Director (**Salary Package: SPPS-I Scale viz: Rs. 1.5 – 2.00 Million all-inclusive subject to normal taxes**) National Information Technology Board (NITB) for effective and efficient administration of the board in an IT driven environment.

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Instructions to Consultants

1. Definitions

- (a) "Procuring Agency" means the MoITT with which the selected Firm will sign the Service Contract.
- (b) "Consulting Services" means- the provision of independent expert advice of a quality at least equal to the applicable professional standards in relation to acquisition of goods and services, other than consulting services works, for selection against the post of Executive Director (SPPS-I Scale) NITB, Islamabad;
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Firms that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Pakistan.
- (g) "Instructions to Consultants" (in RFP) means the document which provides shortlisted Firms with all information needed to prepare their Proposals.
- (h) "LOI" (in RFP) means the Letter of Invitation sent by the procuring agency to the Firms.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal prepared by the procuring Agency for the selection of Firms.
- (k) "Sub-Consultant" means any person or entity to whom the firm subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Firms, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a firm / organization for required services, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firms.
- 2.3 Firms should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Firms may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

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2.4 Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet. Proposal submission address specified in data sheet.

3. Conflicting Relationships

3.1 Firms are required to provide professional, objective, impartial advice and hold the Procuring Agency interest Paramount. They shall strictly avoid conflict with other Assignments or their corporate interest. Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.

A Firm (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a contract unless the conflict stemming from this Relationship has been resolved.

4. Fraud and Corruption

It is Government's policy that Consultants/ Firms under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Public Procurement Rules, 2004 which defines:

"Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of any things of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of the contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, on-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

Under Rule 2(f) of PPRA 2004, "The MoITT can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices"

Such barring action shall be duly publicized and communicated to the PPRA. Provided that any supplier or contractor who is to be blacklisted shall be afforded an adequate opportunity of being heard".

5. Integrity pact

5.1 Pursuant to Rule 7 of Public Procurement Rules, 2004 successful Firm will undertake to sign Integrity Pact in accordance with the prescribed format attached hereto for all the procurements estimated to exceed Rs. 50 million.

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6. Eligible Firms

- 6.1 This Invitation to Bid is open to all Firms/ Companies having presence in Pakistan with all the approvals for concluding the Framework Contract FOR HEAD HUNTING FIRM more specifically described in Scope and Terms of Reference.
- 6.2 The contractor shall have to submit a copy of the Memorandum of Association/Partnership deed duly registered with the Registrar of Firms / Security Exchange Commission of Pakistan as the case may be.
- 6.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

7. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who has a registered incorporated company/firm in Pakistan with relevant business experience of at least Five (05) years as;
 - 7.1.1 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
 - 7.1.2 Has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
 - 7.1.3 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
 - 7.1.4 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
 - 7.1.5 Conforms to the clause of "Responsiveness of Bid" given herein in this tender document.
 - 7.1.6 Services can only be sourced routed from "origin" in "eligible" member countries.
 - 7.1.6.1 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of the Government of Pakistan.
- 7.2 The Detailed Technical Evaluation Criteria is attached in Datasheet.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification.

8. Only one Proposal

Firms may only submit one proposal. If a Firm submits more than one proposal, such Proposals shall be disqualified. However, the firm shall submit a financial proposal for each position separately. Participation of the same Sub-Consultant, including individual experts, in more than one proposal is not allowed.

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9. Proposal Validity

9.1 The Data Sheet indicates Proposal's validity that shall not be more than 90 days in case of National Competitive Bidding (NCB). The Procuring Agency may request Firms to extend the Validity period of their proposals not more than the original validity period of the bid, Firms who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal.

10. Clarification and Amendment in REP Documents

10.1 Firms may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of the proposal. The procuring agency shall communicate such a response to all parties who have obtained RFP documents without identifying the source of inquiry. Should the MoITT deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum corrigendum in writing. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, If the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 The tenderer/bidder must bid on an individual candidate basis.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Firm.

11.3 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

11.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

11.5 The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

11.6 Proposal shall comprise the following:

- I. Proposal Form
- II. Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
- III. Covering letter duly signed and stamped by authorized representative
- IV. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- V. Evidence of eligibility of the Bidder/Tenderer and the Services

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- VI. Evidence of conformity of the Services to the Bidding/Tender Document
- VII. List of firm's major clientele
- VIII. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- IX. Valid Registration Certificate for Income Tax, and Sales Tax of FBR.
- X. Power of Attorney, if an authorized representative is appointed
- XI. Price Schedule

11.7 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for
Tender Name. [Name of Tender]
Tender No.....
[Name of the Client/Purchaser]
[Address of the Client/Purchaser]
[Name of the Bidder/Tenderer]
[Address of the Bidder/Tenderer]
[Phone No. of the Bidder/Tenderer]

11.8 The Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Client/Purchaser's office, during office hours, up to due date and time.

11.9 This is made obligatory to affix authorized signatures with an official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.

12. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER

12.1 The Procuring Agency/Client/Purchaser shall determine the substantial responsiveness of the Tender, prior to the Tender evaluation, on the basis of the contents of the Tender. A substantially responsive Tender is one which meets the eligibility criteria given herein this tender document for the Services;

12.1.1 meets the Terms of Reference/ Technical Specifications

12.1.2 meets the schedule of work I Headhunting;

12.1.3 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;

12.1.4 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document.

12.1.5 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

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12.1.6 A material deviation or reservation is one that affects the scope, quality, or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

12.1.7 The Tender determined as not substantially responsive shall not be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

13. Language

The Proposal as well as all related correspondence exchanged by the Firms and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Form. It shall include all costs associated with the assignment.

15. Taxes

15.1 The Firm will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Firms (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the MoITT not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received after the deadline shall not be entertained.

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contracts awarded, the Firms should not contact the MoITT on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the MoITT in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Firm's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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- 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 18.2 After the technical evaluation, the MoITT shall notify in writing firms that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional.
- 18.3 Financial proposals of those Firms who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms and their technical scores shall be read aloud. The Financial Proposal of the Firms who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the prices for each category/position read aloud and recorded. Copy of the record shall be sent to all Firms.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between Partial/Unit amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In the Least Cost Method, the bid found to be the lowest evaluated bid shall be accepted. In case, if the financial bid of two or more firms is same and lowest, then the firm with higher technical score will be selected

20. Negotiations

- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Firms will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PNSC proceeding to negotiate with the next ranked Firm. Representatives conducting negotiations on behalf of the firm must have written authority to negotiate and conclude a Contract.

21. Technical Negotiations

- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Firm to improve the Terms of Reference. The MoITT and the Firm will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and Reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the MoITT and the Firm, will become Part of Contract Agreement.

22. Financial Negotiations

- 22.1 If applicable, it is the responsibility of the Firm, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Firm under the

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Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the Services. Firms will provide the MoITT with information on rates described in the Appendix attached to i.e. Financial Proposal - Standard Forms of this RFP.

23. Award of Contract

23.1 After completing negotiations, the Procuring Agency shall award the Contract to the lowest evaluated selected Firm in each category / Position. However, any firm found lowest evaluated in each category/position shall be awarded complete contract for all position. Procuring Agency shall publish on the website of MoITT the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

23.2 After publishing of award of contract Firm required submitting a performance guarantee at the rate indicated in data sheet.

24. Confidentiality

Information relating to evaluation of Proposals and Recommendations concerning awards shall not be disclosed to the Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm of confidential information related to the process may result in the rejection of its Proposal.

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DATA SHEET

- 2.1 Name of the Assignment: **Head Hunting Firm for Selection of ED, NITB**
The Name of the Procuring Agency: **M/o Information Technology and Telecommunications (MoITT)**
The method of selection: **Least Cost Method of PPRA Regulation 2010**
- 2.2 Financial Proposal to be submitted together with Technical Proposal: **Yes: , No:**
- 2.3 The Name of the concerned officer of MoITT: **Muhammad Jamil, Section Officer (Admin)**
- 2.5 The Proposal submission address: **Section Officer(Admin) MoITT, 7th Floor, Kohsar Block, Pak. Secretariat, Islamabad**

Proposals must be submitted no later than the following date and time:

20-01-2022 at 11:00 am

Expected date for commencement of consulting services:

Immediately after approval of the RFP.

7.1 Shortlisted firms should be duly registered with Tax authorities: **Yes: , No:**

9.1 Proposals validity that shall not be more than 90 days.

10.1 Clarifications may be requested not later than Five days before the Submission date.

The address for requesting clarifications: as 2.5 above

11. The components and format of the Technical Proposal to be submitted is:

Simplified Technical Proposal

11.2 The estimated number of professional staff-months required for the assignment is:

One incumbent for twenty-four (24) Months (extendable)

13. The Proposal as well as all related correspondence exchanged by the firms and the MoITT shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the National and regional languages of Islamic Republic of Pakistan.

15.1 Amounts payable by the MoITT to the Firm under the contract are subject to local taxation, stamp duty and service charges, if applicable:

Yes, No:

16.2 Firm must submit the original and one copy of the Technical Proposal, and the original and one copy of the Financial Proposal.

The single currency for price conversions is: **Pakistan Rupee PKR**

19.3 In case, if financial bid of two or more short listed ; selected firms is same and lowest, then the firm with higher technical score will be selected.

20.1 Expected date and address for Contract Negotiations: **MoITT, Islamabad**

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23.2 Successful Firm is required to submit performance Guarantee in form of Pay order, demand draft or bank guarantee 05% of the contract amount.

5.1 Firm undertake to sign Integrity pact for the procurement estimated to Exceed PKR Rs.50 million.

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QUALIFICATION CRITERIA AND MANDATORY REQUIREMENTS

The bidder must possess the required experience and expertise to qualify for Human Resource Management Services. The qualification criteria and mandatory requirements must be fulfilled as follows;

Qualification Criteria and Mandatory Requirements	Weightage
05. Years of General Experience in Headhunting/talent acquisition: 10 marks for 10 years & plus experience 07 marks for 7-9 years 05 marks for 5-6 years	10
2. Last 3 Years, C Level and above Hiring Firms having 40+ C level and above Hirings: 10 Marks Firms having 30-39 C level and above Hirings: 5 Marks	10
2. Relevant experience with Government / semi Government Clients 10 marks for 05 or more Government or semi Government clients 7 marks for 3 - 4 Government or semi Government clients 5 marks for 1 - 2 Government or semi Government clients (Attach References)	10
3. Company's Total Number of Clients: Firms Having clients 10 (ten) in IT field or more providing Headhunting/ Recruitment services at management level: 15 Marks Firms having five to nine (5-9) in IT field at management level: 08 Marks Firms having less than 1-4 clients in IT field at management level: one mark for each client. (Attach References)	15
4. Expert Team: Resume of Expert Team assigned for the project, list of staff, Number of Employees.	45
5. Financial Strength: Last Three Years' Audited Reports Annual Turnover of Rs. 500+ Million : 10 Marks Annual Turnover of Rs.400-499 Million : 7 Marks Annual Turnover of Rs. 100-399 Million: 5 Marks	10

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Note:

1. Bidders are required to furnish complete documentary evidence against aforementioned criteria.
2. Only Bidders obtaining 70% Marks will be considered qualified for financial evaluation.
3. Qualification Criteria Point 4 "Expert Team" qualifications and competence for the assignment Score Breakup is as follow:

a) Team Leader (25 marks)

Qualification:

MBA —Human Resource Management /Certified Human Resource Professional

(CHRM) /Society Human Resource Management —Certified Professional (SHRM-CP), 5 years experience in IT sector's C-Level and above Headhunting experience.

[6 marks]

Additional Requirements:

- Minimum 07 years' Experience Preferably in IT Sector [5 Marks]
- Overseeing the execution of HR operations [3 Marks]
- Analyzing performance metrics [3 Marks]
- Contributing to the alignment of HR strategies to organizational goals. [3 Marks]
- Strong interpersonal and Communication Skills [3 Marks]
- Strong Microsoft office skills [2Marks]

b) Human Resource Specialist

[14 marks]

Qualification:

BBA (Human Resource Management)/ Post Graduate Diploma (Human Resource) and 5 years' experience in IT sector's C-Level and above Headhunting experience.

[4 Marks]

Additional Requirements:

- Minimum 03 years' Experience in Recruitment, sourcing screening, conducting telephonic interviews, assessing and shortlisting of mid to senior level candidates on various disciplines. [3 Marks]
- Having knowledge of Workforce assessment [3 Marks]
- Executing HR Operations [2 marks]
- Strong Microsoft office skills [2Marks]

c) Talent Acquisition executives

[6Marks]

Qualification:

Bachelors of Computer Science /Graduate with Diploma in Information Technology

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[3 Marks]

(IT)

Requirements:

- Well aware with HR tools and Softwares. Also well versant with social media tools i-e LinkedIn etc)
[2 Marks]
- **Good With Handling Large Data and its Compilation** [1 Marks]

TERMS OF REFERENCE (TOR)

1. Headhunting firm shall be contacted for required position and accordingly MoITT will share the following information:
 - Number of Vacancies, job title, location of the position.
 - Job Description and Job Specification of the position.
 - Approved copy of the draft advertisement as well as the name of selected newspapers.
2. The Headhunting firm shall ensure that all the applications with respect to the advertised positions shall be collected and will perform initial review against the basic job specification, maintain a compressive database of all the applications, prepare list of all received applications containing the reasons for their short listing or rejection and provide the same to MoITT within 15 days after the closing date of advertisement.
3. CVs of best suited ten (10) shortlisted applicants shall be forwarded to MoITT along with related input and profiles as per agreed format, job description and terms of references.
4. The replacement of the position should be provided without additional cost in the case when the candidate has not fulfilled the required criteria or leaves his position within probation period.

5.

CONTRACT DURATION:

The contract duration shall be for a period of one hundred and eighty (180) days starting from signing of the Contract extendable with mutual consent on the same terms and conditions.

Scope Of Services

1. The Services of Head Hunting / Executive Search firm shall be only utilized for the hiring of Executive Director, National Information Technology Board (NITB), Islamabad.
2. The selected headhunting firm shall ensure the following; but not limited to:
 - a) Analyze/scrutinize the information provided by MoITT on the objective of this RFP (hiring of ED of NITB) and shall give consent for accepting the assignment.
 - b) The selected firm shall coordinate with for the publication of advertisement.
 - c) Firm shall be responsible for accurately and fully disclosing all relevant information and CVs along with providing the following attested documents of shortlisted candidates:
 - i. Photograph
 - ii. All the educational documents/transcripts
 - iii. All the experience & training certificates
 - iv. CNIC/Nationality
 - v. Domicile Certificate (domicile information)
 - vi. Last Pay Drawn Certificate including all other benefits

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vii. A written declaration in such form as specified inter-alia stating that he/she has not been convicted by any court of law for any offence involving, moral turpitude, terminated or dismissed or removed or compulsorily retired by the Federal Government, Provincial Government, anybody corporate or institution as a result of disciplinary action against her/ him. Moreover, that all documents and information submitted are genuine and correct in a material particular.

d) If required by MoITT, the short listing may be performed mutually by the selected firm and HI Department.

e) MoITT will inform the selected firm for accepted CVs and if required, may also ask for more CVs.

f) MoITT will coordinate with the selected firm regarding the schedule of interview and venue etc.

g) The concerned selected firm will coordinate with the candidates regarding interview date/venue etc., in writing. No TA/DA shall be given to candidates for test/interview by MoITT.

h) MoITT will communicate the name of the selected candidates to the concerned firm; otherwise the process will be repeated till a suitable candidate is selected for the position.

i) All further communication with the selected candidates pertaining to salary finalization and other related formalities like medical etc., may be made by MoITT directly or through the selected firm.

j) Prior to MoITT make any written job offer to the selected candidate the selected firm shall arrange verification from the referees and minimum of last two employers with respect to the information mentioned in the application including job title, responsibilities, salary and benefits. However, MoITT may also perform the same verification at its own during the probationary period.

k) A successful pre-employment medical fitness examination is mandatory for the selected candidate whereas, offered job shall remain conditional upon satisfactory verification of all the documents and credential.

l) The selected firm shall inform through email/letter to all the unsuccessful applicants about the outcome of their applications.

m) On completion of recruitment cycle against the post, the selected firm shall require to provide the following to MoITT:

- i. Declaration on informing all the unsuccessful applicants about status of their applications along with the list containing name, address and date of communication.
- ii. Declaration of not referring the selected candidate to other competing employers for two years from the date of joining of candidate

3. The replacement of the position should be provided without additional cost in the case when the candidate has not fulfilled the requirement of the position or leaves his position within probation period.

Firm Eligibility Criteria

The firm fulfilling the following criteria will be considered as an eligible bidder for evaluation of technical proposal. Documentary evidence is to be attached, failing which the bidder will be considered ineligible:

- I. Must have National Tax Number (Copy of Certificate);
- II. Must be registered with Federal Board of Revenue (FBR) for last five (5) years (Copy of Certificate);
- III. Affiliation with a Global Professional Services firm If any (Copy of Affiliation document)
- IV. Must be on Active Taxpayer List (AIL) of FBR;
- V. Must not be blacklisted by any Government or bilateral/multi-lateral financial institution, under taking to be given on Stamp paper of Rs. 100.

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PAYMENTS

Payments shall be made according to the following schedule:

- a. After receiving service sales tax invoice, payment will be made immediately as per payment procedure of the Federal Government.
- b. Invoice shall be submitted after successful recruitment cycle and will only be applicable on the satisfactory completion of consultancy services that is after joining of required employee.
- c. MoITT shall pay the service charges verified through cross cheque in the name of Company and in Pakistani Rupees after deduction of all taxes as per applicable on that date by Government of Pakistan.

The performance guarantee shall be released after 14 days of successful completion of assignment.

TECHNICAL PROPOSAL

Technical proposal should be submitted on the following format.

Title Page

Should indicate name of the project, proponent's name, address, telephone number, email, website address, etc.

Letter of Recommendation

Introduction to the organization signed by the organization's partner.

Table of Contents

Indicating all sections/subsections with page numbers.

Executive Summary

An executive summary of key features contained in the proposal.

Organization Profile

An overview of the organization, its standing in Pakistan and at international level, objectives and experience

General

- Type of business entity i.e. sole proprietorship or partnership firm;
 - Place and year of Registration
 - Principal place of business
- Location of branch offices and/or affiliates
 - Name of all the key personnel in the organization including their positions and structure within country of origin
- Main business activities and relevant specializations

Relevant Experience

Information with respect to experience includes the following:

- Client name
 - Location of the project
 - Description of work
- Year of Assignment
 - Assignment Duration
- Details of manpower deployed
- Assignment outcome

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Organization and Capability

Proprietary tools, methodology and personnel level by indication category of the specialization relevant to the assignment.

Financial Credibility

The Consultant firm is required to prove their financial credibility to conduct their business. In order to prove the same, following documents have to be submitted along with the proposal:

- Bank Reference Letter
- Audited Financial Statements for the last three years

The MoITT will evaluate financial credibility of the firm on the basis of above-mentioned documents.

Additional information

Proposal should be comprehensive and complete in all respect and cover all the information requested in this document. Consultant firm should provide any information that the Consultant firm may deem useful for the Assignment. All additional information should be placed as annexure.

REQUIRED DOCUMENTS FOR TECHNICAL PROPOSAL:

Bidders are required to attach the following documents with bid:

1. Firm / Company's profile. Name, address, phone, fax, e-mail address and contact Person.
2. Evidence of minimum 05 years of experience of Human Resource Management Services Provider's business in Pakistan - Mandatory
3. Proof of financial stability.
4. Scope of Services (signed & stamped) - Mandatory
5. Copies of Tax registration certificates - Mandatory
6. Registration with Security and Exchange Commission of Pakistan or copy of Certificate of Incorporation or Registration or equivalent - Mandatory
7. List of existing clients with name and contact persons, telephone numbers and addresses.
8. List of Previous Clients.
9. List of staff, number of employees in the firm / company.
10. Affidavit on stamp paper that the bidder has not been blacklisted or debarred for Public Procurement by Government / Semi-Government, Private, Autonomous body or any other national / international organization - Mandatory
11. Performance certificates by the major clients where Company/Firm has been providing Human Resource Services.
12. Bidder is required to provide all the above mentioned documents in an envelop mentioned as Technical Proposal.

However, failure to provide mandatory documents may cause the proposal to be considered as non-responsive and stands rejected.

GENERAL TERMS & CONDITIONS

GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the Law of Islamic Republic of Pakistan.
- b. "Procuring Agency or PA" means Ministry of Information Technology and Telecommunication (MoITT).
- c. "Firm" means a professional who can study, design, organize, evaluate and manage work force requirement or assess, evaluate and provide specialists for required positions or give technical assistance for making or drafting job descriptions, job specification and includes private entities, consulting firms, legal advisors, management firms, international and multinational organizations, government agencies, nongovernmental organizations and individuals.
- d. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g. "Foreign Currency" means any currency other than the currency of the PA's country.
- h. "GC" mean these General Conditions of Contract.
- i. "Government" means the Government of Pakistan.
- j. "Local Currency" means Pak Rupees.
- k. "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- l. "Party" means the PA or the Firm, as the case may be, and "Parties" means both of them.
- m. "Personnel" means persons hired by the Firm or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- n. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o. "Services" means the consulting services to be performed by the Firm pursuant to this Contract, as described in the Terms of References.
- p. "Sub-Consultants" means any person or entity to whom/which the firm subcontracts any part of the Services.
- q. "In writing" means communicated in written form with proof of receipt.

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FOR HEAD HUNTING FIRM

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law of Pakistan.

1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Firm consists of a joint venture/ consortium/ association of more than one individual firm, the Members hereby authorize the individual firm or specified in the SC to act on their behalf in exercising all the rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Contractor may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Contractor Firm and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Headhunting Firm and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Firm, terminate their employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in PPR 2004. Any personnel of the Contractor Firm, who engages in corrupt, fraudulent, collusive,

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coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact (subject to modification/revision wherever required)

- B. If the Contractor or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-V to this Form of Contract, then the Client shall be entitled to:
 - (a) recover from the Headhunting Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by them or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) Recover from the Headhunting Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the firm or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Firm shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by the both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of

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Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.3 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause CC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Firm does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- b. If the Firm becomes insolvent or bankrupt.
- c. If the Firm, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Firm(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the headhunting Firm

The firm may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a. If the PA fails to pay any money due to the Firm pursuant to this Contract without firm's fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the firm that such payment is overdue.
- c. If, as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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- d. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC2.6.2, the PA shall make the following payments to the Firm:

- a. payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through(c), and (f) of Clause GC 2,6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE FIRM

3.1 General

3.1.1 Standard of Performance

The Headhunting Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Firm shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Firms not to Benefit from Commissions, Discounts, etc.

The payment of the Firm pursuant to Clause GC 6 shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Firm and Affiliates not to be Otherwise Interested in Project

The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than Headhunting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the task.

3.2.3 Prohibition of Conflicting Activities

The Firm shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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3.4 Firm's Actions Requiring PA's Prior Approval

The Firm shall obtain the PA's prior approval in writing before taking any of the following actions:

- a. Entering into a subcontract for the performance of any part of the Services,
- b. Any other action that may be specified in the SC.

3.5 Accounting, Inspection and Auditing

3.5.1 The Firm shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.5.2 The Firm shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. FIRM'S PERSONNEL

4.1 Description of Personnel

The Firm shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Firm's Key Personnel are described in technical evaluation criteria.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Firm shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have;
 - (i) Committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) Rave reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firm shall, at the PA's written request specifying the grounds there of, provide as a replacement a person with qualifications and experience acceptable to the PA.

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- (c) The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel,

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Firm such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

6. PAYMENTS TO THE FIRM

6.1 Security

The Firm has to submit the performance Guarantee at the rate mention in SC. (10% of contract amount)

6.2 Lump-Sum Payment

The total payment due to the Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupees is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

6.5 Terms and Conditions of Payments

Payment will be made to the account of the Firm and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Firm of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Firm has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Special Conditions of Contract

**Number of Amendments of and supplements to, Clauses in the
GC Clause General Conditions of Contract**

1.1 Law of Islamic Republic of Pakistan and Public Procurement Rules 2004.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency: _____

Attention: _____

E-mail: _____

FIRM: _____

Attention: _____

E-mail: _____

1.6 The Member in Charge is: _____

1.7 The Authorized Representatives are:

For the PA: Maria Zeeshan (Manager H.R)

1.8 All relevant taxes including stamp duty and service charges to be borne by the consultant Firm. In case there is exemption from any rates, taxes, the same shall be informed.

2.2 The date for the commencement of Services is: _____

2.3 The time period shall be one hundred and eighty (180) days extendable with mutual consent.

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{The Consultant firm shall not use these documents and software for purposes Unrelated to this Contract without the prior written approval of the PA. }

- 6.1 Performance Guarantee: 10% of contract amount
Bid Security/Ernest Money: Not Applicable.
- 6.5 Payments shall be made according to the following schedule:
- a. Within 30 days after receiving service sales tax invoice.
 - b. Invoice shall be submitted after successful recruitment cycle and will only be applicable on the satisfactory completion of consultancy services that is after joining of required employee
 - c. PNSC shall pay the service charges verified through cross cheque in the name of Company and in Pakistani Rupees after deduction of all taxes as per applicable on that date by Government of Pakistan.
 - d. The performance guarantee shall be released after 14 days of successful completion of assignment.
- 8.2 Disputes shall be settled by as defined in PPR. (2004) or through Arbitration Act of 1940.

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**CONTRACT (FORM 1) (Subject to revision/modification,
wherever required, to be approved by the authority)**

THIS CONTRACT is entered into thisby and between Ministry of Information Technology and Telecommunication, Government of Pakistan having its office at 7th Floor, Kohsar Block, Pak. Secretariat, Islamabad and [insert Consultant Firm's name] ("the Consultant") having its principal office located at [insert Consultant Firm's address].

WHEREAS, the MoITT wishes to have the Firm performing the services hereinafter referred to, and WHEREAS, the Firm is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i.) The Firm shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii.) The Firm shall provide the reports listed in "Consultant's Reporting Requirements" in TOR within the time periods listed, and the personnel listed, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

The Firm shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to this Job (tasks), the PA shall pay the Firm an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Firm's costs and profits as well as any tax obligation that may be imposed on the Firm.

B. Payment Conditions

Payment shall be made in Pakistan Rupee, no later than 30 days following submission by the Firm of invoices in duplicate to the coordinator designated in paragraph 4.

4. Project Administration

a) Coordinator

a. The PA designates _____ as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

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b) Timesheets

- a. During the course of their work under this Contract the firm's employees providing services under this Contract may be required to complete time sheets or any other document used to identify time spent, as instructed by the Coordinator.

c) Records and Accounts

- a. The Firm shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Firm's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

6. Confidentiality

The Firm shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm for the PA under the Contract shall belong to and remain the property of the PA. The Firm may retain a copy of such documents and software.

8. Firm Not to be Engaged in Certain Activities

The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Firm will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.

10. Assignment

The Firm shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

11. Law Governing Contract and Language

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The Contract shall be governed by the laws of Islamic Republic of Pakistan & PPR. Rules 2004 and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE FIRM

Signed by _____

Signed by _____

REQUEST FOR PROPOSAL (RFP)
FOR HEAD HUNTING FIRM

Financial Proposal Submission Form (ANNEXURE-II)

[Location, Date]

To,

The Section Officer (Admin)
M/o Information Technology and Telecommunication,
Kohsar Block, Pak Secretariat, Islamabad

Dear Sir,

We, the undersigned, offer to provide Head hunting Services to the MoITT in accordance with your Tender Notice No. _____ Our attached Financial Proposal is for the sum of *[insert separate amounts for each item / category in words and figures, if so required]*. This amount is inclusive of the taxes but excluding Sales Tax on Services, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Bidding Document / Contract.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

Yours sincerely,

Authorized Signature [in full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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Financial Bid

Price Schedule/ Financial Cost Sheet

This form is to be filled in by the Bidder for complete scope It is compulsory to quote the price as required in terms of reference TOR /technical specifications, however the lowest rate will be considered only and it is the discretion of procuring agency to award contract as lowest evaluated bid.

Name of the Firm:

Bid Reference. No:

Date of opening of Bid.

Description	Per Candidate Cost (PKR)	Total Rate (without Taxes) (PKR)	Applicable Taxes (PKR)	Total (PKR)
Executive Director, NITB (SPPS-I)				

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FOR HEAD HUNTING FIRM

Technical Proposal Submission Form (Annexure-III)

To

The Section Officer (Admin)
M/o Information Technology and Telecommunication,
Kohsar Block, Pak Secretariat, Islamabad

Dear Sir:

We (Name and Address of the Tenderer), having read, understood and accepted the RFP/Tender Documents, including the Addendum (s), if any, offer to provide Head Hunting Services to MoITT in conformity with your Tender Notice dated _____

We undertake that the Tender shall have a minimum validity period of 90-days from the last date for submission of the Tender and may be accepted at any time before the expiration of that period.

We undertake to provide the Performance Guarantee to give satisfactory assurance of our ability and intention, for due performance / execution of the Contract in accordance with the terms and conditions of the Contract, in case of the award of the tender.

We undertake to be bound by the Tender and the Acceptance Letter, which shall constitute a contract, a contract, until execution of the formal Contract.

Date this _____ day of 2020

TENDERER

Signature: _____

CNIC No.: _____

Name: _____

Designation: _____

Address: _____

WITNESSES

Signature: _____

CNIC No.: _____

Name: _____

Designation: _____

Address: _____

Signature: _____

CNIC No.: _____

Name: _____

Designation: _____

Address: _____

Note: The Tender Form should be on the letter head of the Tenderer.

UNDERTAKING (Annexure-IV)

As owner (s) of
M/s _____

It is certified that I/We:

- a) Are provider of Head Hunting /Human Resource Management Services.
- b) Accept the terms and conditions as laid down in this Tender Document and advertisement notice.
- c) Shall observe all the conditions and rules/ regulations framed by Government of the Pakistan and Provincial Government for the purpose and shall provide services as per specifications and the terms and conditions of this Document.

Signature and Stamp of the Bidder

INTEGRITY PACT (Annexure-V)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS AND SERVICES

M/s. C/o.

(The Seller/Supplier) hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefits from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing (the Seller/Supplier) represents and warrants that it has fully declared the brokerage, commissions, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or judicial person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary any commission, gratification, briber, finder's fee or kickback, whether described as consultation fee or otherwise with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefits in whatsoever from GOP, except that which has been expressly declared pursuant hereto.

(The Seller/Supplier) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action to circumvent the above declaration, representation or warranty.

(The Seller/Supplier) accept full responsibility and strict liability for making any false declaration not making full disclosure misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefits obtained or procured as aforesaid shall without prejudice to any other right and remedies available to GOP under any law, contractor other instrument, be void able at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regards, (the Seller/Supplier) agree to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by (the Seller/Supplier) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GOP.

Signature

Name & designation:

Date & Stamp of Supplier