
REQUEST FOR PROPOSAL (RFP)

RFP No. QATPL/HR-01/2019

**Procurement of HR Consultancy firm For
Development of Key Performance Indicators
(KPIs), Succession Planning Policy, Training
Need Analysis and Career Path Plan**

**Quaid-e-Azam Thermal Power (Pvt) Limited
Government of the Punjab**

2019

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Section 1. Instructions to Consultancy Firm (ITC)

A. General Provisions

1. Definitions

- (a) “Associate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultancy Firm.
- (b) “Applicable Rules” means the Punjab Procurement Rules 2014 (as amended) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- (d) “Client” means the Quaid-e-Azam Thermal Power (Pvt) Limited that signs the Contract for the Services with the selected Consultancy Firm.
- (e) “Consultancy Firm” means a legally-established professional HR Consultancy Firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement including TORs of RFP signed between the Client and the Consultancy Firm.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultancy Firm, Sub-Consultancy Firm or partner.
- (i) “Government” means the Government of the Punjab.
- (j) “ITC” means the Instructions to Consultancy Firm that provides the HR Consultancy Firms with all information needed to prepare their Proposals.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultancy Firm.
- (l) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultancy Firms.

(m) “Services” means the assignment to be performed by the Consultancy Firm pursuant to the Contract.

(n) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultancy Firm, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **FORM-1** intends to select a Consultancy Firm in accordance with the method of selection specified in the **FORM-1**.

2.2 The HR Consultancy Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **FORM-1**, for consulting services required for the assignment named in the **FORM-1**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultancy Firm.

2.3 The Client will timely provide, at no cost to the Consultancy Firms, the inputs, relevant data, and relevant documents required for the preparation of the Consultancy Firm’s Proposal as specified in the **FORM-1**.

3. Conflict of Interest

3.1 The Consultancy Firm has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultancy Firm or the termination of its Contract and/or sanctions by the QATPL.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultancy Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the **FORM-1** and make available to all HR Consultancy Firms together with this RFP all information that would in that respect give such Consultancy Firm any unfair competitive advantage over competing Consultancy Firms.

B. Preparation of Proposals

5. General Considerations

5.1 In preparing the Proposal, the Consultancy Firm is expected to examine the RFP in detail. Material deficiencies in

providing the information requested in the RFP may result in rejection of the Proposal.

6. Cost of Preparation of Proposal

6.1 The Consultancy Firm shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultancy Firm.

7. Language

7.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Client, shall be written in the language(s) specified in the **FORM-1**.

8. Documents Comprising the Proposal

8.1 The Proposal shall comprise the documents and forms listed in the **FORM-1**.

8.2 If specified in the **FORM-1**, the Consultancy Firm shall include a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).

8.3 The Consultancy Firm shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

9. Only One Proposal

9.1 The Consultancy Firm (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultancy Firm, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultancy Firm, or the Consultancy Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **FORM-1**.

10. Proposal Validity

10.1 **The FORM-1** indicates the period during which the Consultancy Firm's Proposal must remain valid after the Proposal submission deadline.

10.2 During this period, the Consultancy Firm shall maintain its original Proposal without any change, including the

availability of the Key Experts, the proposed rates and the total price.

10.3 If it is established that any Key Expert nominated in the Consultancy Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

10.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultancy Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

10.5 If the Consultancy Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.6 The Consultancy Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

11. Clarification and Amendment of RFP

11.1 The Consultancy Firm may request a clarification of any part of the RFP during the period indicated in the **FORM-1** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **FORM-1**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all HR Consultancy Firms. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all HR Consultancy Firms and will be binding on them. The HR Consultancy Firms shall acknowledge receipt of all amendments in writing.

11.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the HR

Consultancy Firms reasonable time to take an amendment into account in their Proposals.

11.2 The Consultancy Firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

12. Technical Proposal Format and Content

12.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

12.2 Depending on the nature of the assignment, the Consultancy Firm is required to submit a Technical Proposal as indicated in the **FORM-1** and using the Standard Forms provided in Section 3 of the RFP.

13. Financial Proposal

13.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment.

a. Taxes

13.2 The Consultancy Firm and Experts are responsible for meeting all tax liabilities arising out of the Contract.

b. Currency of Payment

13.3 Payment under the Contract shall be made in the Pakistani Rupees (PKR) only as requested in the Proposal.

C. Submission, Opening and Evaluation

14. Submission, Sealing, and Marking of Proposals

14.1 The Consultancy Firm shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand.

14.2 An authorized representative of the Consultancy Firm shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

14.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

14.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

14.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **FORM-1**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

14.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”.

14.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**”.

14.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultancy Firm’s name and the address, etc.

14.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

14.9 The Proposal must be sent to the address indicated in the **FORM-1** and received by the Client no later than the deadline indicated in the **FORM-1**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

15. Opening of Technical Proposals

15.1 The Client shall conduct the opening of the Technical Proposals in the presence of the authorized representatives of the Bidders who choose to attend. The opening date, time and the address are stated in the **FORM-1**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until the same are opened.

15.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultancy Firm or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the

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- Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **FORM-1**.
- 16. Proposals Evaluation**
- 16.1 Subject to provisions of the ITC, QATPL shall evaluate only Technical Proposals received by it.
- 16.2 The Consultancy Firm is not permitted to alter or modify its Proposal in any way after the submission of proposal. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 17. Evaluation of Technical Proposals**
- 17.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria specified in the **FORM-1**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **FORM-1**.
- 18. Financial Proposals for QC**
- 18.1 Following the ranking of the Technical Proposals, when the selection is based on Quality and Cost based Selection (QC) Method, the top-ranked Consultancy Firm may be invited to negotiate the Contract.
- 18.2 Only the Financial Proposal of the technically responsive Bidders / Consultancy Firm shall be opened by the Client. All other Financial Proposals shall be returned unopened after the Contract finalization or completion of grievance period in terms of PPRA Rules.
- 19. Contract**
- 19.1 Fixed Rate / Lump-sum Contract form is included in the RFP, the Consultancy Firm is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price inclusive of taxes specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 20. Taxes**
- 20.1 The Client's evaluation of the Consultancy Firm's Financial Proposal shall include all applicable taxes in accordance with the instructions in the **FORM-1**.

21. Combined Quality and Cost Evaluation

**a. Quality- and
Cost-Based
Selection (QCBS)**

21.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **FORM-1**. The Consultancy Firm achieving the highest combined technical and financial score will be invited for negotiations.

D. Award of Contract

**22. Award of
Contract**

22.1 After completing the evaluation process Client shall issue Notice of Award to the successful Bidder.

22.2 Agreement shall be signed within 07-days of issuance of Notice of Award, or such extended time as required by the Client.

Section 2. FORM-1

A. General	
ITC Clause Reference	Description
2.1	<p>Name of the Client: QUAID-E-AZAM THERMAL POWER (PVT) LIMITED</p> <p>Method of Selection: <i>Quality and Cost Base Selection Method</i></p>
2.2	<p>The name of the assignment is: HIRING OF HR CONSULANTANCY FIRM FOR DEVELOPMENT OF KEY PERFORMANCE INDICATORS (KPIs), SUCCESSION PLANNING POLICY AND CAREER PATH PLAN</p> <p>Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope.</p>
2.3	The Client will provide TORs to facilitate the preparation of the Proposals .
B. Preparation of Proposals	
7.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
8.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p style="text-align: center;"><u>TECHNICAL PROPOSAL:</u></p> <ul style="list-style-type: none"> a. Power of Attorney to sign the Proposal b. Form-1 c. Form-2 d. Form-3 e. Form-4 f. Form-5 g. Form-6 <p style="text-align: center;">AND</p> <p style="text-align: center;"><u>FINANCIAL PROPOSAL:</u></p> <ul style="list-style-type: none"> (1) Form-1 (2) Statement of Undertaking

8.2	Statement of Undertaking is required.
10.1	Proposals must remain valid for 120 days .
12.2	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
13.1	Price adjustment is NOT applicable.
13.2	Information on the Consultancy Firm's tax obligations can be found at: www.fbr.gov.pk and www.pra.punjab.gov.pk/
13.3	The Consultancy Firms will be paid in Pakistani Rupee (PKR) .
C. Submission, Opening and Evaluation	
14.1	The Consultancy Firms shall NOT have the option of submitting their Proposals electronically .
14.4	The Consultancy Firm must submit: (a) Technical Proposal: one (1) original, and four (4) copies (b) Financial Proposal: one (1) original
14.7 and 14.9	The Proposals must be submitted no later than: Date: Time: On the outer sealed envelope mark the warning marking (“ Do not open before Day, Month, Year ”) The Proposal submission address is: Manager Administration, 1st Floor, 7C1 Gulberg III, Lahore
15.1	The opening shall take place at: Date: same as the submission deadline indicated in 17.7. Time: immediately after the time for the submission deadline stated in 17.7 No online option of the opening of the Technical Proposals is offered.
15.2	The following information will be read aloud at the opening of the Technical Proposal: The names of Consultancy Firms, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.

<p>17.1</p>	<p>Criteria for the evaluation of the Technical Proposals:</p> <p>(i) Size of Firm: [10 Points] <i>Firm having 1 to 5 Partners</i> 5 Points <i>Firm having 6 or more Partners</i> 10 Points</p> <p>(ii) Experience of undertaking HR Consultancy Services with Private and Public Organizations in last 5 years: [20 Points] <i>1 to 5 Organizations</i> 10 Points <i>more than 5 Organizations</i> 20 Points</p> <p>(iii) Experience of undertaking HR Consultancy Services with Power Sector Organizations in last 5 years: [20 Points] <i>1 to 3 Organizations</i> 10 Points <i>more than 3 Organizations</i> 20 Points</p> <p>(iv) Experience of undertaking HR Consultancy Services with Multinational Organizations in last 5 years: [20 Points] <i>1 to 3 Organizations</i> 10 Points <i>more than 3 Organizations</i> 20 Points</p> <p>(v) Total Experience of HR Consultancy Firm: [10 Points] <i>1 to 10 Year</i> 05 Points <i>more than 10 Year</i> 10 Points</p> <p>(vi) Total Executive Staff of HR Consultancy Firm: [10 Points] <i>(Excluding Partners)</i> <i>Upto or less than 10 Employees</i> 05 Points <i>more than 10 Employees</i> 10 Points</p> <p>(vii) Head Office of the HR Consultancy Firm: [10 Points] <i>Head Office at Lahore</i> 10 Points</p> <p>The minimum technical score (St) required to pass is: <u>65</u></p>
<p>20.1</p>	<p>Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by applicable tax laws.</p>
<p>21.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p>

$S_f = 100 \times F_m / F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest price, and “ F ” the price of the proposal under consideration.

The **weights** given to the **Technical (T)** and **Financial (P)** Proposals are:

T = 80% / weight, and

P = 20% / weight

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.

Section 3. Technical Proposal

CHECKLIST OF REQUIRED FORMS

No.	DESCRIPTION	Status
1	Form-A: Technical Proposal Submission Form.	
2	Power of Attorney / Authority Letter	
3	Consultancy Firm's Firm Profile and Experience.	
4	Profiles & Experience of Partners	
5	Profile & Experience of Executive Staff	
6	Bank Statements of last 05-Years	
7	List of Clients alongwith documentary Evidence(s): a. Private Organizations; b. Public Organizations; c. Power Sector Organizations; d. Multinational Organizations.	
8	Bid Security @ PKR10,000/- in form of CDR or Bank Draft issued in favour of Quaid-e-Azam Thermal Power (Private) Limited.	
9	Undertaking that Firm is not blacklisted or banned from any Public Sector Organization i.e. PPRA, FBR, PRA, etc.	
10	Form: B – Certificate of Conformance	

All pages of the original Technical Proposal and supporting documents shall be initialled and stamped by the same authorized representative of the Consultancy Firm who signs the Proposal.

Section 4. (FORM -A)
TECHNICAL PROPOSAL
PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Manager Administration
Quaid-e-Azam Thermal Power (Pvt) Limited,
Lahore.

Dear Sir,

We, the undersigned, offer to provide the HR Consultancy Services in accordance with your Request for Proposal dated _____.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the required services not later than the date indicated in RFP.

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

Yours Sincerely,

Signature : _____

Name and Title of Signatory: _____

CNIC No. _____

(Note: This performs should be prepared on letter-head of the HR Consultancy Firm)

(Form-B)
Technical Proposal
CERTIFICATE OF CONFORMANCE

{Location, Date}

I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal, due for opening on __-__-__ for provision of requisite HR Consultancy Services to QATPL. In addition to the conditions, we also agree to abide by all the special instructions mentioned in RFP document. We also hereby categorically confirm that we are fully capable to provide services of HR Consultancy as laid down in the terms of reference.

Signature: _____

Name & Address _____

Designation & ID Card No. _____

NTN _____ GST No. _____

Date: _____ Official Seal: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

II. WITNESS

Signature: _____

Designation & ID Card No. _____

Section 5. FINANCIAL PROPOSAL SUBMISSION FORM

FORM - C

{ Location, Date }

To:

Manager Administration
Quaid-e-Azam Thermal Power (Pvt) Limited,
Lahore.

Dear Sirs,

We, the undersigned, offer to provide the consulting services for Hiring Of HR Consultancy Firm For Development Of Key Performance Indicators (KPIs), Succession Planning Policy And Career Path Plan in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} (Insert amount in words and figures) including all taxes in accordance applicable tax laws.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Proposal

PARTICULARS	AMOUNT (IN PKR)	
	(IN FIGURES)	IN (WORDS)
Consultancy Fee for the whole Scope of Assignment as provided in Clause (3) of TORs.		

*The detail list of positions including the designations for which the deliverables are required is attached with TORs.

Note:

- Quoted total fee must be inclusive of all taxes and out of pocket expenses.
- The Financial Proposal must be signed and stamped by the authorized Person of the HR Consultancy Firm.
- The difference between amounts mentioned in words and figures, amount mentioned in words shall prevail.

Signature of the Authorized Person

Name: _____

Designation: _____

Section 6. Terms of Reference (TORs)

1. **Name of the Company:**

Quaid-e-Azam Thermal Power (Pvt.) Ltd. is a company owned by Government of Punjab, established to develop and operate a RLNG based 1180MW Combined Cycle Power Plant at Bhikki, District Sheikhpura.

2. **Objective:**

The Company intends to appoint its HR Consultancy Firm Firm (Consultancy Firm) to develop the **Key Performance Indicators (KPIs), Succession Planning, Career Growth Planning, Training Need Assessment (TNA)** and **Identify / Develop any other relevant services / policies ancillary thereto.**

3. **Scope of the Assignment:**

QATPL is inviting proposals from the HR Consultancy Firms to provide the following services and deliverables within prescribed timeframe.

The assignment covers HR Consultancy for developing Key Performance Indicators (KPIs), Succession Planning, Career Growth Planning and Training Need Assessment (TNA).

One time pilot testing must be carried out by the HR Consultancy Firm prior to finalizing deliverables. The firm is bound to provide the deliverables in stipulated timeframe.

i. **Development of Key Performance Indicators (KPIs)**

➤ **Deliverables:**

- Review, analyze and propose suggestions for Refinement of existing Job Descriptions, if any.
- Development of Key Performance Indicators (KPIs).
- Development of Performance Evaluation Management System (PEMS) based on KPIs.

ii. **Training and Development**

➤ **Deliverables:**

- Development of Cadre-wise Training Need Analysis Strategy.
- Development of Training and Development Policy.

iii. **Succession Planning**

➤ **Deliverables:**

- Development of Policy for Succession Planning.
- Development of Policy for Career Growth / Path in organization.

iv. **Identification / Development of any other incidental or ancillary services in connection with above.**

4. **Expected deliverables / Services with timelines:**

Time lines for provision of deliverables / services are as under from the awarding of Contract to successful HR Consultancy Firm:

Activity	Time Frame	Week Frame
Review, analyze and propose suggestions for Refinement of existing Job Descriptions, if any.	1 Week	1 st Week
Development of Key Performance Indicators (KPIs).	3 Weeks	4 th Week
Development of Performance Evaluation Management System (PEMS) based on KPIs.	2 Week	6 th Week
Development of Cadre-wise Training Need Analysis Strategy.	1 Week	7 th Week
Development of Training and Development Policy.	1 Week	8 th Week
Development of Policy for Succession Planning.	2 Week	10 th Week
Development of Policy for Career Growth / Path in organization.	1 Week	11 th Week
Pilot testing/ Identification / Development of any other policy necessary for the Company.	1 Week	12 th Week

5. **Mode of Procurement:**

The Company will use “**Quality Cost Based Selection Method**” under “**Single Stage Two Envelope Procurement Procedure**” for selection of HR Consultancy Firm under Punjab Procurement Rules, 2014.

6. **Evaluation of Bids:**

Evaluation Criteria for Technical and Financial Evaluation is enclosed. Scores will be allocated based on evidence available in the Technical Proposal only.

The Financial Proposal of only those technically responsive firms who obtained minimum 65% marks in the Technical Evaluation shall be opened.

The HR Assignment will be awarded to the Firm with the highest **total** score based on the following weighted ratios:

-
- 80% for Technical Score
 - 20% for Financial Score

7. Core Team required experts:

At least 2 Senior Consultancy Firms having experience of at least 10 Years working for similar assignments (with the well reputed public/private organizations as well as with the multinational organizations) and their Associate Consultancy Firm(s) should be deputed for the accomplishment of the Assignment.

8. Professional Liability of Consultancy Firm:

All documents, reports, research work and all deliverables prepared by the Consultancy Firms shall become and remain property of QATPL. The HR Consultancy Firm shall be liable not to use / disclose any information or documents to any individual, forum or organization without the prior approval of QATPL.

9. Queries:

For any queries or additional information, please contact Ms. Shafaq Butt, AM-HR, QATPL.

Email: am.hr@qathermal.com ☎ : (042) – 35750936/7 Ext: 123

10. Payment Mode:

The payment to the Consultancy Firm will be made in the following manner:

- 10% payment after the Date of Commencement of Agreement.
- 15% payment upon submission of first lot of deliverables.
- 45% payment upon submission of second lot of deliverables.
- 30% payment upon final settlement after pilot testing and deployment.

The Consultancy Firm shall submit an Invoice, in terms of the abovesaid payment schedule, to the Client with all supporting data / documents.

Subject to deductions of applicable taxes, levies and penalties, if any, the Company undertakes to pay all valid Invoice in full within Thirty (30) days from raising of invoice.

Section 7. DRAFT CONTRACT

AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with Annexures which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this _____ day of _____ (month), 2019.

between

----- (herein referred to as the “Client”) of the first part;

and

----- (herein referred to as “Consultancy Firm”), of the second part.

The Parties hereto agree as under:-

1. ARTICLE 1: THE ASSIGNMENT

1.1 The Assignment for which Services are required to be performed and delivered under this Agreement includes development of **Key Performance Indicators (KPIs), Succession Planning, Career Growth Planning, Training Need Assessment (TNA) and Identifying / Developing any other relevant services / policies ancillary thereto.**

2. ARTICLE 2: SCOPE OF SERVICES

2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultancy Firm for the Assignment under this Agreement along with the Time Schedule are described in the attached Appendix A.

3. ARTICLE 3: EFFECTIVE DATE OF COMMENCEMENT

3.1 Effective Date of Commencement of Services shall be _____

3.2 **Extension of Time**

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultancy Firm as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 **Obligations of the Consultancy Firm**

- In addition to TORs as provided in RFP, the Consultancy Firm shall perform Services as an independent Consultancy Firm in accordance with recognized international standards, applicable laws and regulations.
- The Consultancy Firm shall appoint a 02 Senior Consultancy Firms who shall represent the Consultancy Firm for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. They shall remain in contact with the representative of the Client to keep her fully informed on all matters relating to the provision of Services by the Consultancy Firm.
- The Consultancy Firm shall carry out the Services with due diligence and efficiency and in conformity with sound industrial practices.
- The Consultancy Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic, administrative and managerial practices.
- The Consultancy Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultancy Firm shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Consultancy Firm or sub-Consultancy Firm to perform any part of the Services.
- The Consultancy Firm agrees that no proprietary and confidential information received by the Consultancy Firm from the Client shall be disclosed to a third party unless the Consultancy Firm receives a written permission from the Client to do so.

4.2 **Obligations of the Client**

The Client shall provide to the Consultancy Firm:

- All relevant data/documents/reports that may be required by the Consultancy Firm for performing the Services within the Time Schedule.
- The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Senior Consultancy Firm of the Consultancy Firm.
- The Client shall take all necessary measures to make timely payments to the Consultancy Firm as stipulated herein.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultancy Firm and the mode of payment shall be as under:

The payment to the Consultancy Firm will be made in the following manner:

- 10% payment after the Date of Commencement of Agreement.
- 15% payment upon submission of first lot of deliverables.
- 45% payment upon submission of second lot of deliverables.
- 30% payment upon final settlement after pilot testing and deployment.

The Consultancy Firm shall submit an Invoice, in terms of the abovesaid payment schedule, to the Client with all supporting data / documents.

Subject to deductions of applicable taxes, levies and penalties, if any, the Company undertakes to pay all valid Invoice in full within Thirty (30) days from raising of invoice.

All payments shall be made to the Consultancy Firm through Cross Cheque in PKR.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultancy Firm to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultancy Firm shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultancy Firm, terminate this Agreement. All accounts between the Client and the Consultancy Firm shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultancy Firm

The Consultancy Firm may suspend the Agreement by a written notice of thirty (30) days only if the Consultancy Firm does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultancy Firm after thirty (30) days of notice of suspension, the Consultancy Firm may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultancy Firm under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultancy Firm.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the

control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan.

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at Lahore shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client -----

To: The Consultancy Firm -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF
(The Consultancy Firm)
(The Client)

FOR AND ON BEHALF OF

Signed by: -----

Signed by: -----

Designation: -----

Designation:-----

(Seal)

(Seal)

Witness:
Signed by: -----

Witness:
Signed by:-----

APPENDIX A

SCOPE OF SERVICES & TIME SCHEDULE

Activity	Time Frame	Week Frame
Review, analyze and propose suggestions for Refinement of existing Job Descriptions, if any.	1 Week	1 st Week
Development of Key Performance Indicators (KPIs).	3 Weeks	4 th Week
Development of Performance Evaluation Management System (PEMS) based on KPIs.	2 Week	6 th Week
Development of Cadre-wise Training Need Analysis Strategy.	1 Week	7 th Week
Development of Training and Development Policy.	1 Week	8 th Week
Development of Succession Planning Policy.	2 Week	10 th Week
Development of Policy for Career Growth/Path in organization.	1 Week	11 th Week
Pilot testing/ Identification / Development of any other policy necessary for the Company.	1 Week	12 th Week
