REQUEST FOR PROPOSAL (RFP)

RFP NO.: 12-RLNG-POWER PLANT-HR CONSULTANCY FIRM

Procurement of HR Consultancy firm for Screening / Shortlisting of Applications for Recruitment in Quaid-e-Azam Thermal Power (Pvt) Limited





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

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Instructions to Consultancy Firm (ITC)

A. General Provisions

1. Definitions

- (a) "Agreed Rates" means price quoted by Consultancy Firm or the price negotiated between Client and 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.
- (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 consultancy 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**.
- 2.4 Estimated Cost of the procurement is PKR 2.9 Million and Bid Security is PKR 50,000/- which is within 5% of the estimated price.

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 Preparation Proposal

of 6.1 The Consultancy Firm shall bear all costs associated of 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 submitted by the Consultancy Firm 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.
- 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 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 uploaded at PPRA and QATPL website and will be binding on all the bidders.
 - 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** 13.3 **Payment** Pakis
- 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 8 (Documents Comprising the 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.
- 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 power of attorney or any other permissible mode of authorization.
- 14.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 14.5 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 proposal. If there are discrepancies between the original and the copies, the original shall prevail.

- 14.6The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL".
- 14.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL.
- 14.8 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.
- 14.9 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.
- 14.10 The Proposal must be sent to the address indicated in the **FORM-1** and received by the Client not later than the submission deadline indicated in the **FORM-1**, or any extension made therein. 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 of 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 of 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 Technical Proposals

of 17.1The Client 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 fails to achieve the minimum technical score indicated in the **FORM-1**.

18. Financial Proposals QC

18.1 Following the ranking of the Technical Proposals, for Financial Proposals will be opened on the scheduled date and time given by Client to the Technically qualified bidders. The selection shall be based on Quality and Cost based Selection (OC) Method.

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 completion of grievance period or decision of the complaint, if any, in terms of PPRA Rules.

19. Contract

19.1 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

20.1The 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. Bid Evaluation

Quality- and Cost-Based Selection (QCBS)

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

D. Award of Contract

22. Award Contract

f 22.1 After completing the evaluation process and negotiation if any, Client shall issue Notice of Award to the Highest Rank Bidder.

22.2 Contract 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	Name of the Client: QUAID-E-AZAM THERMAL POWER (PVT) LIMITED		
	Method of Selection: Quality and Cost Based Selection Method		
2.2	Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope.		
	Name of the Assignment: HIRING OF HR CONSULANTANCY FIRM FOR SCREENING / SHORTLISTING OF APPLICATIONS FOR THE RECRUITMENT IN QUAID-E-AZAM THERMAL POWER (PVT) LIMITED		
2.3	The Client will provide TORs to facilitate the preparation of the Proposals .		
B. Preparation	n 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	The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope. TECHNICAL PROPOSAL: Technical proposal shall comprise of following Documents and Forms: a. Authorization to sign the Proposal where applicable. b. Consultancy Firm's Profile including Certificate of Incorporation or other relevant document. c. Profile & Experience of Professional / Key Staff. d. List of Clients (Public & Private Sector) along-with documentary evidence during last 05 Years for undertaking HR recruitment, evaluation, screening, shortlisting etc. e. List of Clients (Power Sector) along-with documentary evidence during last 05 Years for undertaking HR recruitment, evaluation, screening, shortlisting etc. f. List of Management level Employees recruited for various organizations during last 05 Years along-with documentary evidence		

	g. Account Statement of last 03 Years depicting Average Annual Turnover h. Bid Security @ PKR 50,000/- in form Bank Guaranty i. Checklist (Section 3) j. Proposal submission Form k. Certificate of Conformance AND FINANCIAL PROPOSAL: Financial proposal shall comprise of following Forms: a. Financial proposal submission Form b. Financial Bid / Proposal on prescribed format		
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.		
13.2	Information on the Consultancy Firm's tax obligations can be found at: www.fbr.gov.pk and <a 7-c1="" address="" administration,="" before="" day,="" do="" floor,="" ground="" gulberg="" href="https://www.pra.punjab.gov.pk//</th></tr><tr><th>13.3</th><th colspan=2>The Consultancy Firm will be paid in Pakistani Rupee (PKR).</th></tr><tr><th>C. Submission</th><th>n, Opening and Evaluation</th></tr><tr><th>14.1</th><th colspan=2>The Consultancy Firm shall NOT have the option of submitting their Proposals electronically.</th></tr><tr><th>14.4</th><th colspan=2>The Consultancy Firm must submit: (a) Technical Proposal: one (01) original, and four (04) copies (b) Financial Proposal: one (01) original</th></tr><tr><th>14.7 and 14.9</th><th>The Proposals must be submitted no later than: Date: 09.10.2020 Time: 11:00 AM On the outer sealed envelope mark the warning marking (" iii,="" is:="" lahore<="" manager="" month,="" not="" open="" proposal="" submission="" th="" the="" year")="">		

15.1	The opening shall take place at:	
	Date: Same as the submission deadline i.e. 09.10Time: 30 minutes after the time for the submission 09.10.2020.Address: Ground Floor, 7-C1, Gulberg III, Laho	ion deadline i.e. 11:30 AM
15.2	The following information will be read aloud at the opening of the Technical Proposal: The names of Consultancy Firms, duly signed Proposal, presence/absence of duly sealed financial envelopes and other information as indicated in 15.2 of ITC.	
17.1	Criteria for the evaluation of the Technical Prop	osals:
	(i) <u>Incorporation / Experience</u> :	[10 Points]
	More than 10 years 05 to 10 Years 03 to 05 Years	10 Points 05 Points 02 Points
	(ii) Experience of providing HR recruitment shortlisting etc. services to Private and P years:	
	Clientele of more than 10 Organizations Clientele of 07 to 10 Organizations Clientele of 05 to 07 Organizations	20 Points 15 Points 10 Points
	(iii) Experience of providing HR recruitment shortlisting etc. services to Power Section years:	
	Clientele of more than 05 Organizations Clientele of 03 to 05 Organizations	15 Points 10 Points
	(iv) Number of management level employees years for various organizations:	s recruited during the last 5 [20 Points]
	More than 80 employees 50 to 80 employees 30 to 50 employees	20 Points 15 Points 10 Points
	(v) <u>Professional Staff</u> :	[15 Points]

	Qualified staff with 07 years of experience Max 15 Points (2.5 marks for each employee) (vi) Average Annual Turnover of the Firm during last 03 Year [10 Points]	
	More than 10 Million 05 to 10 Million (vii) Head Office at Labora	10 Points 05 Points
	(vii) Head Office at Lahore Head Office at Lahore Branch Office at Lahore	[10 Points] 10 Points 05 Points
20.4	The minimum technical score (St) required to pass	
20.1	Financial Proposal shall include all applicable taxes, Tax and Sales Tax. The Client shall act as a withhold applicable tax laws.	
21.1 (QCBS only)	CBS financial score (Sf) of 100.	
	Sf = 100 x Fm/ F, in which "Sf" is the financial sc price, and "F" the price of the proposal under consider	•
	The weights given to the Technical (T) and Financia $\mathbf{T} = \underline{80\% / weight}$, and $\mathbf{P} = \underline{20\% / weight}$	al (P) Proposals are:
	Proposals are ranked according to their combined technology (Sf) scores using the weights (T = the weight given to P = the weight given to the Financial Proposal; T + F St x T% + Sf x P%.	the Technical Proposal;

Technical Proposal Checklist

Sr.#	Description	Status
1	Form-A: Technical Proposal Submission Form.	
2	Authority Letter etc.	
3	Consultancy Firm's Profile along with Incorporation Certificate or other relevant document.	
4	Profile & Experience of Key / Professional Staff	
5	Financial Statements of last 03-Years	
6	List of Clients to which HR recruitment, evaluation, screening, shortlisting etc. services were provided (Private and Public Organizations) along with documentary evidence(s)	
7	List of Clients to which HR recruitment, evaluation, screening, shortlisting etc. services were provided (Power Sector Organizations) along with documentary evidence(s)	
8	List of Management level Employees recruited for various organizations during last 05 Years along-with documentary evidence	
10	Bid Security @ PKR 50,000/- in form Bank Guaranty issued in favour of quaid-e-Azam Thermal Power (Private) Limited.	
10	Undertaking that Firm is not blacklisted or banned from any Public Sector Organizations.	
11	Form: B – Certificate of Conformance	

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

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 for screening / shortlisting of applications for recruitment in QATPL in accordance with your Request for Proposal No. 12-RLNG-POWER PLANT-HR CONSULTANCY FIRM dated 23-09-2020.
We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
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 pro-forma should be prepared on letter-head of the HR Consultancy Firm)

Technical Proposal Certificate of Conformance

{Location, l	l loto
i Locamon, i	
Location, 1	- acc

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 for screening / shortlisting of applications for recruitment in 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 HR Consultancy services of screening / shortlisting of application for recruitment in QATPL as laid down in the terms of reference.

	Signature:	
	Name & Address	
	Designation & ID Card No	
	NTN	GST No
	Date:	Official Seal:
WITNESS Signature:	<u>S</u>	WITNESS Signature:
Designation	on:	Designation:
CNIC No.		CNIC No.

Financial Proposal Financial Proposal submission Form

{Location, Date}

To:	
Manager Administration	
Quaid-e-Azam Thermal Power (Pvt) Li	mited,
Lahore.	
Dear Sirs,	
	de HR Consultancy services for screening /
	QATPL in accordance with your Request for
1	R CONSULTANCY FIRM dated 23-09-2020
and our Technical Proposal.	
*	the amount of {Indicate the corresponding to
	in words and figures) including all taxes in
accordance applicable tax laws.	
	g upon us subject to the modifications resulting
	the validity period of the Proposal, i.e. before
the date indicated in RFP.	
We understand you are not bound to acc	cept any Proposal you receive.
We remain,	
Yours sincerely,	
Authorized Signature {In full and initial	ls}:
Name and Title of Signatory:	,
In the capacity of:	
Address:	
E-mail:	
WITNESS	WITNESS
Signature:	Signature:
Designation:	Designation:
CNIC No	CNIC No.

Financial Proposal

AMOUNT PER POSITION (IN PKR)		
(IN FIGURES)	(IN WORDS)	

Note:

- Quoted 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.
- Actual payment to the Consultancy Firm shall be made in terms of the Contract / RFP.

Signature of the Authorized Person			
Name:			
Designation:			

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, Sheikhupura.

2. Objective:

The Company intends to appoint HR Consultancy Firm (Consultancy Firm) for Screening / Shortlisting of Application for Recruitment in Quaid-e-Azam Thermal Power (Pvt) Limited.

3. Scope of the Assignment:

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

- i. The HR Consultancy Firm will have to perform the following jobs in accordance with the guidelines and directions of the QATPL Management to be issued from time to time.
- ii. The HR Consultancy Firm shall undertake a comprehensive evaluation / screening mechanism in conformity with the approved shortlisting criteria for each position and prepare a shortlist (for all positions at least seven candidates against each position), so as to assist QATPL for final selection of the candidates.
- iii. The approved shortlisting criteria for each position will be based on the qualification and experience marks which will be provided to the HR Consultancy Firm by QATPL.
- iv. CVs / Applications along-with relevant documents already received by QATPL itself or through Punjab Job Portal will be provided to the HR Consultancy Firm for evaluation / screening and shortlisting. Whereas, in future, the advertisement will be published by QATPL and all the applications/CVs will be received by HR Consultancy Firm within the stipulated time and date mentioned in advertisement.
- v. The HR Consultancy Firm may use all modern technologies including Online Job Portal etc. for the receipt of applications/CVs, where and if so required.
- vi. The HR Consultancy Firm may contact an applicant for clarification of the information/data.
- vii. The HR Consultancy Firm shall ensure quality assessment through accuracy, credibility and transparency as per professional standards and to undertake adequate measures to maintain confidentiality during entire evaluation process.

- viii. A complete record of applications for each position shall be maintained by the HR Consultancy Firm and Firm shall provide the list of candidates (for all positions at least seven candidates against each position) in the order of merit, to the QATPL.
 - ix. In addition to shortlisted candidates, QATPL reserves the right to ask the HR Consultancy Firm to provide comprehensive list of all applicants along with record of the entire process having therein the evaluation/screening of all the applications.
 - x. The HR Consultancy Firm shall ensure that there is no conflict of interest of any of its shortlisting team with candidates.
- xi. The HR Consultancy Firm shall provide access to the process as and when required by QATPL for monitoring purpose.
- xii. The HR Consultancy Firm shall ensure that the entire evaluation process shall be carried out in highly transparent, professional and objective manner using most modern techniques and best HR practices prevalent in the corporate world.
- xiii. The HR Consultancy Firm shall be exclusively responsible to address complaints, demands and claims if any from the prospective candidates or any third party with regard to shortlisting of candidates by the HR Consultancy Firm or any other act done in the course of performance of its duties accruing from the contract. The HR Consultancy Firm also undertakes to indemnify QATPL against any such complaints, demands and claims.
- xiv. The HR Consultancy Firm shall ensure that all applicable laws are strictly adhered to in the course of evaluation/screening/shortlisting process.
- xv. QATPL reserves the right to withdraw one or more positions at any time (before and during the execution of contract), especially, if the referred candidates do not meet the desired quality and experience.

4. Deliverables / Services with timelines:

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

- i. The HR Consultancy Firm will provide list of shortlisted candidates for required positions within 14 Days of the provision of all CVs/Applications by QATPL or from the last date of receipt of applications by HR Consultancy Firm.
- ii. QATPL will require list of shortlisted candidates for maximum 05 positions at one time.
- iii. Any other ancillary deliverable, if so required.

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 provided in **FORM 1** of RFP. 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 Consultants having experience of at least 10 Years of HR recruitments, screening, evaluation, shortlisting etc. (with the well reputed public/private organizations as well as with the multinational organizations) and their associate consultants should be deputed for the accomplishment of the Assignment.

8. Professional Liability of Consultancy Firm:

All documents, reports, lists of shortlisted candidates 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, AM-HR, QATPL.

Email: am.hr@qathermal.com **a**: (042) – 35750936/7 Ext: 143

10. Payment Mode:

The payment for each position will be made to the Consultancy Firm after the receipt of list of shortlisted candidates for each position from the Consultancy Firm.

The Consultancy Firm shall submit an Invoice, in terms of the above said payment schedule, to QATPL 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.

Draft Contract Agreement For Consultancy Services

	IIS AGREEMENT , together with Annexures which constitute an integral part thereof (herein erred to as the Agreement), is entered into on thisday of (month), 2020.	
	between	
	(herein referred to as the "Client") of the first part;	
	and	
	(herein referred	
to	as "HR Consultancy Firm"), of the second part.	
Th	e 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, is Screening / Shortlisting of Applications for the Recruitment in Quaid-e-Azam Thermal Power (Pvt) Limited and any other relevant services 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 as described in TORs of the RFP NO.: 12-RLNG-POWER PLANT-HR CONSULTANCY FIRM dated 23-09-2020.	
3.	ARTICLE 3: EFFECTIVE DATE OF COMMENCEMENT	
	 3.1 Effective Date of Commencement of Services shall be 3.2 Term of Contract The term of the Contract shall be one year from the date of commencement 	
	of Services, subject to extension / amendment, if any, under the Contract.	

4. ARTICLE 4: MODE OF OPERATION

3.3 Extension of Time

when required.

4.1 **Obligations of the Consultancy Firm**

- The Consultancy Firm shall be obligated to perform the obligation and

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

services as described under the TORs forming part of RFP NO.: 12-RLNG-POWER PLANT-HR CONSULTANCY FIRM dated 23-09-2020 which shall be read as integral part hereto.

- The Consultancy Firm shall perform Services as an independent Consultancy Firm in accordance with recognized standards, applicable laws and regulations.
- The Consultancy Firm shall appoint 02 Senior Consultants who shall represent the Consultancy Firm for purposes of this Contract and shall be responsible for the administration of the Contract including performance of Services thereunder. They shall remain in contact with the representative of the Client to keep it fully informed on all matters relating to the provision of Services by the Consultancy Firm.
- In case the Client does not appoint any of the shortlisted candidate for a
 position and decides to re-advertise the position, if so require by the Client,
 the Consultancy Firm shall undertake re-doing of screening / shortlisting of
 fresh applications on same terms ("Re-doing of screening / shortlisting for
 a position").
- 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/CVs/ Applications (already received by QATPL) that may be required by the Consultancy Firm for performing the Services.
- 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 Consultants of the Consultancy Firm.
- The Client shall take all necessary measures to make timely payments to

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 for each position will be made to the Consultancy Firm at Agreed Price after the receipt of list of shortlisted candidates for each position from the Consultancy Firm.
- The Consultancy Firm shall submit an Invoice after submission of list of shortlisted candidates for each position to QATPL with all supporting data / documents.
- For clarity, the Consultancy Firm shall also be entitled to payment at Agreed Price for Re-doing of screening / shortlisting for a position
- Subject to deductions of applicable taxes, levies and penalties, if any, the Company shall pay the relevant Invoice in full within Seven (07) days from receipt of invoice.
- All payments shall be made to the Consultancy Firm through Cross Cheque in PKR.

6. ARTICLE 6: ADDITIONAL SERVICES

6.1 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.

6.2

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 Thirty (30) 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 any other 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

In case of any dispute or conflict arising out of this Contract, the Parties agree first to try in good faith to settle the dispute by referring the matter to mediation. In case, the Parties failed to resolve the matter through mediation within 15-days from the reference of the matter, either party may refer the matter to Arbitrator within 07-days of failure of mediation. The place of arbitration shall be Lahore. The arbitration proceedings shall be governed by the Arbitration Act, 1940, as amended, and the rules made thereunder. The award of the Arbitrator shall be final.

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: