



**Punjab Saaf Pani Company - North**



## **Hiring of Recruitment Firm**

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## REQUEST FOR PROPOSALS

### Schedule for Proposal Process

Last date for receipt of queries	_____ PST <a href="mailto:procurement@saafpani.gop.pk">procurement@saafpani.gop.pk</a> Ph:042-35844144-46
Last date for submission of Proposals in response to this RFP by post	_____ PST <b>Chief Procurement Officer</b> Office No. 5 Ahmed Block, Garden Town, Lahore procurement@saafpani.gop.pk Tel: +92 42 35844144-46 www.saafpani.gop.pk
Date and time of Opening of Technical Proposals in response to this RFP	_____ PST: <b>Chief Procurement Officer</b> Office No. 5 Ahmed Block, Garden Town, Lahore <a href="mailto:procurement@saafpani.gop.pk">procurement@saafpani.gop.pk</a> Tel: +92 42 35844144-46 <a href="http://www.saafpani.gop.pk">www.saafpani.gop.pk</a>

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## SECTION 1

Letter No: **PSPC-N/2017/HRRF/02**

Date: \_\_\_\_\_, 2017

**SUBJECT: LETTER OF INVITATION**

Dear Mr/Ms:

1. The Punjab Saaf Company (PSPC-N) invites proposals to provide the services for HR Recruitment Firm. Details on the services are provided in the Terms of Reference.
2. The Firm will be selected under procedures described in this RFP in accordance with the Punjab Procurements Rules 2014 (PPR-009) through Least Cost Selection Method.
3. The RFP includes the following additional documents:
  - Section 2 – Term of References
  - Section 3 –Instructions to Firm
  - Section 4 –Evaluation Criteria
  - Section 5 –Proposal Submission Form
  - Section 6 – Standard Form of Contract
4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
5. Firms should submit:
  - a. Copy of Registration with Securities & Exchange Commission or Registrar of Firms
  - b. Copy of Registration with Income Tax Department and for GST.
  - c. Details of 3 of their most relevant assignments. Assignments submitted beyond the given number will not be considered.
  - d. List of permanent professional staff indicating firm capability to carry out this assignment
  - e. A certificate/affidavit that the firm is not blacklisted by any Govt. /Autonomous Body and never involved in Arbitration.
  - f. Audited statements of accounts for the last three (3) years.
  - g. List of Clients

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## **TERM OF REFERENCES**

**Project:**        **HR Recruitment Firm**

**Assignment:** To provide recruitment services for outsourcing recruitment activity on the behalf of PSPC-N up to all levels.

**Client:**        PUNJAB SAAF PANI COMPANY - NORTH (PSPC-N)

### **BACKGROUND**

Safe drinking water is one of the basic requirements of healthy and hygienic living. According to official survey reports, 79% water samples collected from rural areas of 12 Districts and 88% water samples collected from rural areas of other 21 Districts of the Punjab province have been found unsafe for drinking. Non-availability of safe drinking water has led to many waterborne diseases, in particular, those that affect the mother and child's health in Punjab's rural areas, resulting in high mortality rate.

According to a report of Consumer Rights Commission of Pakistan, supported by the Japan Fund for Global Environment (JFGE), every 5th Pakistani child under the age of five suffers from waterborne diseases; and roughly 50 percent of mortality and 40% of hospital admissions are also caused by waterborne diseases.

In order to address this situation, the Government of Punjab has endeavored to develop a program to improve water supply in terms of, both, access and quality of drinking water, especially in un-served and underserved areas i.e. rural and peri-urban areas of the province. PSPC-N, a public sector company, has been established as a Special Suggest Vehicle (SPV) to conceive, plan, design, execute and manage projects for

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provision of safe drinking water to the communities living in those areas.

PSPC-N intends to hire services of company to outsource recruitment activity on the behalf of PSPC-N up to the level of CV/Application collection, initial shortlisting as per criteria and merit generation of all eligible candidates, through a 'Recruitment Test' in order to ensure more transparency in the system and provide all data with reporting at all stages of the process until joining of incumbent at PSPC-N.

### **SCOPE OF WORK**

Recruitment Company would be providing following services to the Client, through their expertise with approval of the client, which includes but not limited to:

- 1) **Gathering of CVs / Job Applications:** Collections of CVs/Applications (Hard & Soft) as per advertisement published by the PSPC-N within due course of time and must have advance system that save CVs and other application documents in the database.
- 2) **Executive Search / Head Hunting / Shortlisting & Position Statistics:** Initial Shortlisting as per criteria mentioned in job advertisement of PSPC-N thus identifying total, eligible and non-eligible candidates against positions.
- 3) **CV Scoring for Test exempted positions:** CV analysis/scoring for generating the merit list of all eligible candidates with respect to their qualifications, overall experience, sector relevant experience, competences and suitability for the positions which are test exempted, and for the company.
- 4) **Communications:** Must have ability of fast mode of communication by providing services like couriers, email, calls, text messages, issuance of roll number slips and necessary any intimations to the candidates called for test.
- 5) **Provide data:** Provide PSPC-NORTH with data of top candidates with merit sheets and test results for the interview.

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- 6) **Career Portal Development:** Should have the ability to develop, design, integrate and host a customized career portal that's is active 24/7 and is in accordance with PSPC-NORTH's needs and requirements.

**DELIVERABLES:**

- 1) The hired firm will provide online job posting and testing, including client career portal.
- 2) Sharing of candidate's data, profiles and CVs with the client for adequate time, which includes but is not limited to: profiling, shortlisting, screening and reporting.
- 3) Creation, integration, designing and hosting of customized career portal 24/7, uninterrupted.
- 4) Mobile apps for job seekers and client.
- 5) The services provider shall submit reports comprising particulars of all candidates including their personal, educational, experience and contact details along with expected salary and recommendations.
- 6) List of 'Shortlisted candidates' as 'Eligible' and 'Non Eligible' according to criteria mentioned in the job advertisement and the reasons there to.
- 7) 'Test results/final merit sheet' and candidates' as required for each position to be interviewed by PSPC-NORTH.
- 8) Any other report within the scope of work with information of and for PSPC-NORTH.

**SERVICE PROVIDER PROFILE/ ELIGIBILITY:**

- 1) The service provider/recruitment consulting firm must have a good market reputation and large cliental, especially belonging to the public sector, and a proven track record.

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- 2) The service provider must have adequate years of work experience in Pakistan.
  - 3) A service provider must have established offices in major cities of Pakistan and active data base job seekers.
  - 4) Service provider must have a developed online application form system for the ease of the applicants to fill their registration forms on the website. They must have a backup of this data.
  - 5) The service provider shall have adequate working experience with renowned companies worldwide.
  - 6) The service provider shall have a team of strong professionals' and faculty members on board with all major departments required for the purpose.
  - 7) The service provider should have services which include shortlisting, screening, providing preliminary interview facilities, having the ability to develop online test services, scheduling interviews, building evaluation forms, having an online data base system for the client, job alert services, job seekers history, and tracking.
  - 8) The services provider must have recognition with reputed universities portals (integration and linkage) and ability to develop mobile apps for job seekers and the client, customize career portal development, integration, designing, linkage and hosting abilities.
  - 9) The service provider shall have a professional legal team to face any legal complication at its own, if any such condition arises during the recruitment process.

#### **REPORTING REQUIREMENTS:**

The service provider shall be submitting, a soft copy and 3 hard copies of all reports to the CEO and the HR Manager at PSPC NORTH as per 'Deliverables' mentioned above.

#### **GENERAL CONDITIONS**

1. All work by the recruitment company / service provider should be carried out collaboratively with the CEO PSPC-N and Manager HR.

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2. An agreement/ Contract shall be drawn between PSPC-N and the Service Provider, before the commencement of the consultancy service.
  3. All documents shall be prepared in English and submitted on electronic media along with required number of hard-copies.
  4. All the data, documents and reports produced by the recruitment company / service provider for the said services shall be the property of the Client. The service provider shall not share and use any data, document and reports for any other purpose / job without the explicit written approval of the Client



## SECTION 3

### Instruction to Firms

#### A. **Definition**

- (a) "Assignment" means the services for HR Recruitment Firm.
- (b) "Client" means the PUNJAB SAAF PANI COMPANY - NORTH, with which the selected Service Provider signs the Contract.
- (c) "Day" means calendar day.
- (d) "Firms" means any firms/consortiums/joint wish to submit proposal in response to this RFP.
- (e) "Government" means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (f) "Instructions to Firms" means the document, which provides Firms with information needed to prepare their Proposals.
- (g) "LOI" means the Letter of Invitation included in the RFP.
- (h) "Contract" means Contract included in this RFP, when signed by the Parties, and all attached documents.
- (i) "Personnel" means professionals and support staff provided by the Firms to perform the Services or any part thereof.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "Services" means the Assignment to be performed by the firm pursuant to the Contract.
- (l) "Rules" means the Punjab Procurement Rules-2014 (PPR-009) notified in Provision of Punjab Procurement Regulatory Authority Act 2009 (VIII of 2009).
- (m) "Terms of Reference" (TOR) means the document included in this RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Firm, and expected results and deliverables of the assignment.

**B. Eligible Firms**

1. The Firm should submit a Power of Attorney as per the format enclosed at Appendix 1A, authorizing the signatory of the Proposals to commit the Assignment.
2. Notwithstanding anything stated elsewhere in this document, PSPC-N shall have the right to seek updated information from the Firm to ensure their continued eligibility. Firm shall provide evidence of their continued eligibility in a manner that is satisfactory to PSPC-N. Firm may be disqualified if it is determined by the PSPC-N, at any stage of the process, that the Firm will be unable to fulfill the requirements of the Assignment or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Firms at any time and must so be provided within a reasonable time frame as stipulated by PSPC-N.
3. Any Firm which has been barred or disqualified either by Government of Pakistan, Government of the Punjab (GoPb) or their Departments or agencies from participating in projects/assignments and such disqualification subsists as on the Proposals; Proposals Submission date, would not be eligible to submit an Proposals, either individually or as member of a Consortium. Firm to submit an affidavit to this effect.
4. The firm should have a judicial paper stating it is not blacklisted by any government body and never involved in arbitration.

**C. Number of Proposals**

Each Firm shall submit only one (1) Proposal in response to this RFP. Any Firm, which submits or participates in more than one Proposal, will be disqualified.

**D. Preparation Cost**

The Firm shall be responsible for all of the costs associated with the preparation of its Proposals and its participation in the Evaluation process. PSPC-N will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the evaluation process.

**E. Due Diligence**

1. It is desirable that each Firm submits Proposals after due diligence. It would be deemed that by submitting the Proposals, Firm has made a complete and careful examination of the RFP; and
2. The PSPC-N shall not be liable for any mistake or error on the part of the Firm in respect of the above.

**F. Right to Accept or Reject any or all Proposals**

### **Section 3**

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1. Notwithstanding anything contained in this RFP, PSPC-N reserves the right to accept or reject any proposal and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment.
2. The PSPC-N reserves the right to reject any Proposal if:
  - a. At any time, a material misrepresentation is made or uncovered, or
  - b. The Firm does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposals.

Such misrepresentation / improper response would lead to the disqualification of the Firm.

#### **G. Clarifications**

Interested Firms may address their queries relating to the RFP to the Offices of the Chief Procurement & Contracts, PSPC-N as given in Schedule for Proposals. The PSPC-N would endeavor to respond to the queries. The responses will be sent by fax/ email.

#### **H. Amendment of RFP**

1. At any time prior to the deadline for submission of Proposals, PSPC-N may, for any reason, whether at its own initiative or in response to clarifications requested by any Firm, modify the RFP Document by the issuance of an Addendum.
2. Any Addendum thus issued will be sent in writing to all those who have sent queries to the RFP Document.

#### **I. Language**

The RFP and all related correspondence and documents should be written in the English language.

#### **J. Currency**

The currency for the purpose of the Proposal shall be the Pak Rupee (PKR).

#### **K. Validity of Proposals**

Proposals shall remain valid for a period not less than 90 days from the Proposals submission Due Date. PSPC-N reserves the right to reject any Proposals, which does not meet this requirement.

L. **Format and Signing of Proposals**

1. The original Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firms themselves. The person who signed the Proposal must initial such corrections.
2. An authorized representative of the Firm shall initial all pages of the original Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Proposal shall be marked "Original

M. **Sealing and Marking of Proposals**

1. The Firm shall seal the original and copy duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed i [insert name of Assignment]" and also the name(s) of Firm.
2. Proposal shall contain:
  - a. Power of Attorney for the signing authority;
  - b. Firms details
  - c. Completed Format for Financial Capability along with supporting documents;
  - d. Proposals in the prescribed format along with supporting documents;
3. The envelope shall be addressed to:

**Chief Procurement Officer**

Office no. 5 Ahmed Block, Garden Town, Lahore

procurement@saafpani.gop.pk

Tel: +92 42 35844144-46

www.saafpani.gop.pk

4. If the envelope is not sealed and marked as instructed above, PSPC-N assumes no responsibility for the misplacement or premature opening of the contents of the Proposals submitted.

N. **Proposals Submission Date**

Proposals should be submitted before \_\_\_\_\_, 2017 at \_\_hrs PST on the Due Date mentioned in the Schedule for Proposal Process, at the address provided above in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail would not be considered for evaluation. However PSPC-N reserves the right to extend the Proposals submission Due Date and Time, at any time prior to opening of Proposals in response to this RFP.

O. **Late Proposals**

Proposals received after the Due Date shall not be considered,

p. **Modifications/ Substitution/ Withdrawal of Proposals**

Firm may modify, substitute or withdraw its Proposals after submission, provided that written notice of the modification; substitution or withdrawal is received by PSPC-N before the Proposals submission Due Date and time. No Proposal shall be modified or substituted by the Firm after the submission.

Q. **Evaluation of Application - Due Date**

The PSPC-N would open the Proposals on the opening Date mentioned in the Schedule of Proposal Process, for the purpose of evaluation.

R. **Evaluation Criteria**

The PSPC-N would subsequently examine and evaluate Proposals in accordance with the criteria set out in this RFP.

S. **Evaluation of Proposals - Supporting Documents**

The PSPC-N reserves the right to call for supporting documentation to verify the data provided by Firm at any time during the evaluation process. The Firm in such cases would need to provide the requested clarification / documents promptly and within the stipulated time failing which the Firm is liable to be disqualified at any stage of the evaluation.

T. **Evaluation of Proposals - Right to Reject**

The PSPC-N reserves the right to reject any Proposal if:

1. At any time, a material misrepresentation is made or uncovered; or
2. The Firm does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

U. **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Firm's shall not be disclosed to any person not officially concerned. The PSPC-N will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The PSPC-N will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

**V. *Tests of responsiveness***

Prior to evaluation of Proposals, PSPC-N will determine whether each Proposal is responsive to the requirements of the RFP. The PSPC-N reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by PSPC-N in respect of such Proposal.

**W. *Qualification and Notification***

After the evaluation of Proposal, PSPC-N would announce a selected Firm who meet the Qualification Criteria. At the same time, PSPC-N would notify the other Firms that their Proposals have been unsuccessful. The selected firm shall then be requested by the PSPC-N to sign the Contract.

X. PSPC-N reserves the right to reject proposals submitted in response to this RFP Invitation at any stage according Punjab Procurement Rules (PPR) 2014. PSPC-N also reserves the right to hold or withdraw from or cancel the process at any stage.

## SECTION 4

### Criteria for Evaluation

The Firms shall be selected using criteria given below on the basis of their:

1. Technical Experience; and
2. Financial capability and Financial Proposal

### *Evaluation Criteria*

Firm would be evaluated according to the following criteria:

#### CRITERIA FOR EVALUATION

S.No	Criteria	Marks
<b>1</b>	<b>Technical criteria</b>	<b>45%</b>
1a	Firm experience and standing in the industry for last ten(10) years	15%
1b	Designated Staff	15%
1c	Additional Services i.e. Litigation & Legal support, minimum lead time, approached & methodology	15%
<b>3</b>	<b>Financial criteria</b>	<b>55%</b>

**The minimum score required to pass is 65% for Financial proposal opening. The contract will be awarded to lowest evaluated firm using least cost selection method.**

**1. Financial Capability**

The financial capability of the Applicant will be evaluated on the basis of:

1. Turnover
2. Net Worth and

The Applicants should provide information regarding the above based on audited annual accounts. The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the as per Appendix 5 for the last three (3) Financial Years.

For the purpose of shortlisting the Applicant – sole proprietor, firm or a company should demonstrate the Threshold Financial Capability measured on the following criteria:

1. Minimum average annual turnover of PKR 2 Million of the last three financial years.
2. Minimum Net worth of PKR 1 Million on submission date of EOI, certified by recognized Chartered Accountant of their respective countries.

In case the Applicant claims the legal and/or financial capacity of sole proprietor, firm or a company, the applicant shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificates to support such capacity.



**SECTION 5**  
**PROPOSAL SUBMISSION FORM (1A)**

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[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal.

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.

If negotiations are held we undertake to negotiate and our Proposal is binding upon us and subject to the modifications resulting from negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date agreed between parties.

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: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## FORM TECH-1 FIRM'S ORGANIZATION AND EXPERIENCE

### A - FIRM'S ORGANIZATION

*[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]*

Firm Background:

1. Details of Firm
  - (a) Name
  - (b) Country of Incorporation
  - (c) Address of the corporate headquarters and its branch office (s), Pakistan
  - (d) Date of incorporation and / or commencement of business
2. Brief description of the Firm including details of its main lines of business and proposed roles and responsibilities in this Assignment.
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Applicant's Company:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:

**B - Firm's Experience**

[Using the format below, provide information on each assignment for which your firm was legally contracted as a corporate entity for carrying out services similar to the ones requested under this Assignment. Use maximum 5 pages. Please provide Client's certification and/or evidence of the contract.]

Assignment name:	Value of the contract (in current PKR )
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	fee of charges from applicants (in current PKR)
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Service:	

**FORM TECH-2 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

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A - ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**FORM TECH-3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (15 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output..

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be narrative as well as in form of a bar chart.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Also the staff deployment schedule should be proposed in line with the work plan.

## FORM TECH-4 TEAM COMPOSITION AND TASK ASSIGNMENTS

PROFESSIONAL STAFF					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

## FORMTECH-5WORK SCHEDULE

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Schedule of Activities		
Sr.No	Activity	Duration
	Advertisement	
	Shortlisting	
	Test Conducting	
	Result	
	Interview assistance	
	Others	

## FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY

### Turnover, Net Worth and Net Cash Accruals

Net Worth (PKR. Millions)	Net Cash Accruals (CA) (PKR. Millions)			Turnover (PKR. Millions)		
As on date of submission of proposal	Year	Year	Year	Year	Year	Year

(Signature of Authorized Signatory)

### Firm seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant



**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the services for ----- costing approximately PKR in accordance with your Request for proposal dated [Insert Date] and our Technical proposal. Our attached Financial proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the taxes.

Our Financial proposal shall be binding upon us up to expiration of the validity period of the Bid.

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

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: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

## FORM FIN-2 SUMMARY OF COSTS

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Item	Costs
	Pak Rupees
Total Costs of Financial Proposal <sup>2</sup>	

Note: Indicate the total costs, including of local taxes, to be paid in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

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**FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>**

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<b>Sr. No.</b>	<b>Services Description</b>	<b>Total Price (PKR)</b>
1	Online Job Posting and testing including client career portal.	
2	Hiring of Senior Level Position (Manager & above) per person rate	
3	Hiring of Middle Level Position (Assistant Manager to Data Entry Operator) per person rate	
4	Hiring and testing of support service staff per person rate	
5	Premium Job Posting	
6	Unlimited Access of CV search engine	
7	Shortlisting / Screening	
8	ERP level Power Tool	
9	On click job posting universities portal	
10	Socializer Tools	
<b>All Applicable Taxes</b>		
<b>Grand Total (PKR)</b>		

Note: Tax to be indicated separately.

Final evaluation will be based on total proposal amount.

**Contract for Hiring of Services of Recruitment Firm**

**BY AND BETWEEN:**



**PUNJAB SAAF PANI COMPANY - NORTH**

**AND**

**M/S \_\_\_\_\_**

**DATED: \_\_\_\_\_, 2017**

This Contract (hereinafter called the "Contract") is made at Lahore on this \_\_\_\_ day of 2017, (the "Effective Date") by and

**BETWEEN**

**PUNJAB SAAF PANI COMPANY - NORTH (hereinafter referred to as "PSPC-N")**, a public sector company, incorporated under Section 42 of the Companies Ordinance 1984, wholly owned by the Government of Punjab, having its registered office at 5 Ahmed Block, Garden Town, Lahore through its authorized representative, Mr. \_\_\_\_\_ (hereinafter referred to as the "Client" or "PSPC-N" which expression shall be deemed to include its successors in interest and assigns) of the first part;

**AND**

**M/S \_\_\_\_\_**, a company incorporated under the laws of Pakistan having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Service Provider" which expression shall be deemed to include its successors in interest and assigns) of the second part;

(The expressions PSPC-N and the Service Provider shall individually also be referred to as a "**Party**" and collectively as the "**Parties**", where the context so requires, shall be deemed to include their respective successors-in-interest, administrators and assigns).

**WHEREAS:**

The Client has requested the Service Provider to provide the Services mentioned in Annex –A.

The Service Provider, mandated by the Client having proven itself to possess the requisite professional expertise and resources, agrees to provide the said Services according to the terms and conditions as defined under the present Contract.

As a consequence to the above, the Parties hereby agree to enter into the present Contract (the “Contract”) as follows:

**NOW THEREFORE the Parties hereby agree as follows:**

**CLAUSE 1 - DEFINITIONS**

For the purposes of this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- b. “Client” means PSPC-N or any of its subsidiaries;
- c. “Commencement Date” means the date of commencement of the Services for each Site and commencement of Service Charge(s) per Site under this Contract, whichever is earlier;
- d. “Contract” means the contract entered into between the Service Provider and PSPC-N
- e. "Effective Date" means the date on which this Contract comes into force and effect;
- f. "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- g. "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;
- h. "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- i. “Service Provider” party selected by the Client to perform Services pursuant to this contract;

- j. "Services" means the work to be performed by the Service provider pursuant to this Contract, as described in Annex B;
- k. "Taxes" means corporate income tax, Zakat, tax on dividends remitted to head office, tax on profit after tax, value added tax ("VAT"), turnover tax, social security tax, personal income tax, and any taxes, sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that may be levied on the Service Provider and on its employees under applicable law of Pakistan.
- l. "Service Charges" means the fixed price for provision of Services as outlined in detail in Annex B attached hereto;
- m. "New Service(s)" means any such Service(s) not covered under the scope of this Agreement that the client requests the Service Provider to be provided subsequent to the Effective Date on terms and conditions to be mutually agreed between the Parties and to be made a part of this Agreement;

## **CLAUSE 2 - LAW GOVERNING THE CONTRACT**

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law of Islamic Republic of Pakistan.

## **CLAUSE 3 - CONTRACTUAL DOCUMENTS**

The present Contract is composed of the following:

- ) The present document (this Contract)
- ) The following Appendices of the Contract:
  - o Annex A: Scope of Services
  - o Annex B: Financial Conditions
  - o Annex C: Facilitation /Assistance Provided bythe Client tothe Services Provider

## **CLAUSE 4 -LANGUAGE**

This Contract has been executed in the English language, which shall be the binding, and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

**CLAUSE 5 -NOTICES**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the authorized representatives. A Party may change its address for notice hereunder by giving the other Party notice of such change.

**CLAUSE 6 - PURPOSE OF THE CONTRACT**

The Client proposes to the Service Provider, to carry out the Services as defined (hereinafter referred to as the "Services").

The purpose of the Contract is provide the services in accordance with the scope of the Services, the conditions of their performance and the related consideration.

**CLAUSE 7 - NATURE OF THE SERVICES**

**7.1 Scope of the Services ("SOS")**

The Service provider shall provide Services to the Client as contained in this Contract under the SOS in accordance with Annex A attached herewith

**CLAUSE 8 – EFFECTIVENESS OF CONTRACT**

This Contract shall come into force on date of signing this Contract (the "Effective Date").

**CLAUSE 9 - COMMENCEMENT OF SERVICES**

The Service Provider shall begin carrying out the Services delineated in Annexure A\_ hereto by \_\_\_\_\_, 2017. The criteria for acceptance of the Services shall be in accordance with Annex A attached herewith.

**CLAUSE 10 - DURATION OF THE CONTRACT**



This Contract shall come into force on the Effective Date. This Contract is a framework contract and terms shall be effective for a period of one (1) years. The Contract is extendable with the mutual consent of both parties.

**CLAUSE 11 - MODIFICATION OF THE SERVICES**

Modification of the terms and conditions of this Contract, including any modification of the SOS or the Service Charges or of the Contract price, shall only be made in writing, which shall be mutually agreed and signed by both the Parties.

**CLAUSE 12 - APPOINTMENT OF REPRESENTATIVE**

The Client and Service Provider shall appoint a representative in charge of the coordination and monitoring of the performance of the Services.

At the date of signing this Contract, the Client appoints the following as Client's representative:

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

**Designation:** \_\_\_\_\_

**Mobile :** \_\_\_\_\_

Address: 5 Ahmed Block, Garden Town, Lahore, Pakistan

At the date of signing this Contract, the Service provider appoints the following as Client's representative:

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

**Designation:** \_\_\_\_\_

**Mobile :** \_\_\_\_\_

**Address:** \_\_\_\_\_

Email: \_\_\_\_\_

The Client and Service Provider may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party. The Client and Service Provider may also appoint representatives at each Site as well.

### **CLAUSE 13 - OBLIGATIONS OF THE SERVICE PROVIDER**

#### **(a) Scope of Services**

The Service Provider undertakes to perform the Services given in annexure – A and carry out its obligations with all due diligence and efficiency in accordance with the terms and conditions.

### **CLAUSE 14 - OBLIGATIONS OF THE CLIENT**

Upon the Service Provider's written request, the Client shall provide facilitation and assistance as described in Annex C. The Service Provider shall not be responsible for any such delays and shall be given an extension of time to complete the provision of Services, according to the delay caused by the Client.

### **CLAUSE 15 - TAXES AND DUTY**

The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law of Pakistan, the amount of which is deemed to have been included in the Contract price.

### **CLAUSE 16 - PAYMENT**

- a) The Service Provider shall submit an invoice on completion of deliverables. The Client will make arrears, within thirty (30) days after receiving the Payment Invoice from the Service Provider ("Due Date").
- c) The invoices shall reflect the types of Services being provided by the Service Provider. The invoices of the Service Provider shall be binding and final on the Client. Notwithstanding the generality of the foregoing, the Client shall have the right to verify the invoice submitted by the Service Provider. All payments shall be made to the Service Provider in Pakistani Rupees.
- d) If there is any upgradation and/or degradation of the Services, prices shall be revised with the mutual consent of the Parties.
  - i. The Service Provider shall be paid upon presentation to the Client of invoices on basis as per the rates given in Appendix -B. The rates given in the Appendix are standard rate applicable during the effectiveness period of the Contract,

although, the invoice(s) shall be charged at actual against the services rendered by the Client.

- ii. The Service Provider shall provide with each Payment Invoice:
  - a) A breakdown of any and all elements that prove the reality and the content of the Services performed according to this Contract; and
  - b) A summary of the Services performed.
  - c) Acceptance Certificate issued by the Human Resource (“HR”) department of the Client recognizing the Services provided by the Service Provider.

#### **CLAUSE 17 - OBLIGATION TO COLLABORATE**

The Parties shall cooperate with each other in order to perform the Services of this Contract, and shall act in good faith in exercising their rights and performing their obligations under this Contract. The Parties declare that they shall not use any means that would prevent or make more difficult the execution of the obligations of each Party under this Contract.

#### **CLAUSE 18 – VARIATION ORDER/AMMENDMENTS**

Client shall be entitled to order any changes to the work/services that are within the reasonable capacity of Service Provider. The term VARIATION shall refer to any alteration in the type or extent of the SERVICES being an amendment, omission or addition but not merely a closer definition, a minor change in detail or the manner in which the SERVICES are to be performed. Unless otherwise agreed, any amendment to the CONTRACT PRICE resulting from such VARIATION shall be calculated by reference to Schedule of Rates included in Attachment (B) to this CONTRACT. No VARIATION shall have any effect unless it is supported by a written VARIATION ORDER properly executed by Client.

#### **CLAUSE 19 - TERMINATION**

##### **19.1 Termination by Client**

Client may terminate the Contract by serving a written notice of at least thirty (30) days upon the other party. However, all jobs pending at the moment of receipt of the written notice of termination of this contract shall have to be completed by the parties

and until satisfactory performance of all obligations under this Contract, it shall be deemed that the contract still subsists.

**19.2 Termination by Service Provider**

- (i) In case of termination for default of the Service Provider, the Service Provider shall not be entitled to any fee / remuneration other than the fee / remuneration provided for the Services rendered during the period before the termination date. All previous payments till the date of termination shall be payable within thirty (30) days after the termination of the Contract.
- (ii) In case the Service Provider does not receive any payment under this Contract within sixty (60) days from the Due Date, the Service Provider shall inter alia have the right to suspend/terminate the Services and/or the Contract upon issuing a Seven (7) days prior written notice to the Client with details of the outstanding amounts. The suspension/termination by the Service Provider of the Contract and/or the Services shall not affect the liability of the Client towards the Service Provider for any and all amounts payable to the Service Provider by the Client under this Contract.
- (iii) Upon termination of this Contract in accordance with the terms hereof, the Client shall immediately pay the Service Provider all amounts due to the Service Provider. The termination of this Contract for any reason shall extinguish all of the Service Provider's obligations to provide, and the Client's obligations to accept, the Services contained herein, but shall not relieve either Party of any obligation that may have arisen prior to such termination, including, limitation of liability and indemnification and confidentiality that shall survive the termination of this Contract or which, by the terms, are to continue beyond such termination.

**CLAUSE 20– SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.**

The remuneration of the Service Provider shall constitute the Service Provider's sole fee/ remuneration in connection with this Contract or the Services, and the Service Provider 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 Service

Provider shall use its best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional remuneration.

**CLAUSE 21 - CONFIDENTIALITY**

21.1 The Parties, to the extent of their lawful right to do so, may exchange information, some of which may be deemed proprietary or confidential, as reasonably necessary for each to perform its obligations under this Contract. Information that is disclosed in a tangible or permanent form and is marked proprietary or confidential to a Party shall be protected under this Provision as "Proprietary or Confidential Information". All the information provided by either Party to the other, pursuant to this Contract, whether oral or written, which is identified as confidential or proprietary in writing or otherwise, will be deemed Confidential or Proprietary Information. Information that is orally disclosed by one Party to the other must be identified as proprietary or confidential at the time of oral disclosure.

21.2 Except as set forth in Article 20.3 below, a Party receiving Proprietary or Confidential Information pursuant to this Contract hereto, the "Receiving Party" will not, without the prior written consent of the Party disclosing such information the "Disclosing Party", (i) use any portion of the Proprietary or Confidential Information for any purpose other than internally for the purpose of this Contract, or (ii) disclose any portion of the Proprietary or Confidential Information to any person or entities other than the employees of the "Receiving Party" who reasonably need to know the Proprietary or Confidential Information for the purposes of this Contract and who have agreed in writing to protect Proprietary or Confidential Information under the same or similar terms as provided herein. The Receiving Party shall use no less than the same degree of care used to prevent disclosure of its own proprietary or confidential information. The Receiving Party shall not disclose Proprietary or Confidential Information developed or disclosed by the Disclosing Party under this Agreement to a third party without the prior written consent of the Disclosing Party.

21.3 The Receiving Party will not be liable for disclosure of Proprietary or Confidential Information, or part thereof, if the Receiving Party can demonstrate that such Proprietary or Confidential Information:-

(i) Was in the public domain at the time it was received or subsequently entered the public domain through no fault of the Receiving Party,

(ii) Was independently known to or in the possession of the Receiving Party at the time of receipt or was independently developed by the Receiving Party without access to any information and proven by written records,

(iii) Became known to the Receiving Party from a source other than the Disclosing Party without breach of an obligation of confidentiality, or

(iv) Is disclosed more than five (5) years after the date of receipt of the Proprietary or Confidential Information by the Receiving Party, notwithstanding any expiration or termination dates expressed in this Agreement. Or

(v) Was required by law to be disclosed. This includes the disclosure of information to government agencies, regulatory authority etc.

21.4 In the event of any legal action or proceedings or asserted legal requirement for disclosure of Proprietary or Confidential Information furnished under this Contract, the Receiving Party will promptly notify the Disclosing Party and, upon the request and at the expense of the Disclosing Party, will cooperate with the Disclosing Party in lawfully contesting such disclosure or obtaining a protective order. Except in connection with any failure to discharge its responsibilities under the preceding sentence, the Receiving Party will not be liable for any disclosure pursuant to any legal action or proceedings or asserted legal requirement, if no protective order is obtained.

21.5 Proprietary and Confidential Information will remain the property of the Disclosing Party and will, after it is no longer needed for the purposes of this Contract, promptly be returned there to or be destroyed at the Disclosing Party's request, together with all copies made by the Receiving Party and by anyone to whom such Proprietary or Confidential Information has been made available by the Receiving Party.

21.6 No license to the other Party under any trademark, patent or copyright is either granted or implied by conveying of information to that Party. None of the information which may be submitted or exchanged by the respective Parties will

constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the infringement of trademarks, patents, copyrights or any right of privacy, or other rights of third persons.

#### **CLAUSE 22 - INTUITUS PERSONAE: ASSIGNMENT OF THE CONTRACT**

- 22.1 This Contract does not grant, and Client shall not assert, any right, interest, or lien upon the property or assets of the Service Provider other than those rights contained in this and any subsequent Contract.
- 22.2 Both the Parties agree that neither Party shall assign, delegate or otherwise deal with all or any of its rights and obligations under this Contract without the other Party's prior written consent. The Parties agree that either Party may assign its rights and/or obligations under this Agreement, in whole or partial, and only after securing the express prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 22.3 Subject to all the provisions concerning assignment above, this Contract shall be binding on and shall pass to the benefit of any successors and permitted assigns of the Parties, provided that no assignment of this Contract shall relieve either Party of its obligations to the other Party. Any purported assignment by either Party not in compliance with the provisions of this Contract shall be null and void and of no force and effect.

#### **CLAUSE 23 - RESOLUTION OF DISPUTES**

All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) days after one Party has received from the other Party a written notice, shall be finally and exclusively settled by arbitration in Lahore, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by appointing one arbitrator each and then both the arbitrators will jointly nominate an Umpire appointed in accordance with the said Act. The award rendered by the arbitration tribunal shall be final and binding on the Parties. The fee of the arbitrators shall be paid by the respective Parties and the fee of the umpire and the costs of the arbitration shall be paid equally by the Parties unless the award otherwise provides. Each Party shall be responsible for the cost of preparing and presenting its own case.

## CLAUSE 24 - FORCE MAJEURE

### 24.1 Definition

- I. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- II. Force Majeure shall not include
  - a. any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees; nor
  - b. any event which a diligent Party could reasonably have been expected to both
    - i. take into account at the time of the conclusion of this Contract; and
    - ii. Avoid or overcome in the carrying out of its obligations hereunder.
- III. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- IV. The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of 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 in writing not later than fifteen (15) days following the occurrence of such an event.



- V. 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.

#### **24.2 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 insofar as such inability arises from an event of 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 in writing not later than fifteen (15) days following the occurrence of such an event.

#### **24.3 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.

#### **24.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not 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 purpose of the Services and in reactivating the Services after the end of such period.

### **CLAUSE 25 - GENERAL PROVISIONS**

#### **25.1 Notification**

Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail. The address of each Party for the service of notices, shall be as set out in the front page of the Contract (unless or until that address is changed by notice given under this Clause).

Notice shall be deemed delivered upon receipt if delivered by hand, upon confirming advice of transmission and receipt if a facsimile copy is delivered by facsimile, and upon receipt if delivered by registered mail. Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:

**Mr. \_\_\_\_\_ Ch.,**  
Chief Executive Officer  
PUNJAB SAAF PANI COMPANY - NORTH  
5 Ahmed Block, Garden Town  
Lahore, Pakistan.  
Email: procurement@saafpani.gop.pk  
Ph: +92 42 35844144-46

## **25.2 Penalties**

In case of any violation of any provision of the Contract by the Service Provider, the Client shall be entitled to hold the Service Provider liable for any loss incurred to it because of such act of the Service Provider, either monetary, reputational or otherwise. Moreover, the Service Provider shall also be held liable to pay liquidated damages of 100% of the value of the Contract.

Provided that for the purposes of this calculation of value of the Contract under this Clause, maximum sums paid to the Service Provider for the services rendered to the Client in any month under this Contract shall be considered as value of the Contract.

Provided further, that if the Service Provider does not provide quality and timely services, the Client may ask someone else from the open market to perform such services and hold the Service Provider responsible under this Clause and also hold Service Provider responsible to pay any difference between the sums paid against services so acquired and the sums agreed upon between the Parties.

## **25.3 Severability**

Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall

not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall (a) respect the spirit of the affected provision in consideration of the whole Contract between the Parties and (b) be in compliance with applicable laws and regulations.

#### **25.4 Waiver**

The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

#### **25.5 Interpretation**

The headings to Clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract.

In this Contract use of the singular includes the plural, use of the masculine includes the feminine and vice versa, according to the context.

In the event of any conflict between any provision of this Contract and its Appendices, the provision of the former shall prevail.

#### **25.6 References**

No press releases, public announcements or use in any list of references regarding the Party's name, the Services or this Contract will be made without obtaining mutual consent of the Parties in writing.

This Contract is made as of the day, month and year first above written.

For and on behalf of  
**The Client**

**PUNJAB SAAF PANI COMPANY - NORTH**



Witness

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

Name: Mr. \_\_\_\_\_

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

CNIC: \_\_\_\_\_

Address: 5 Ahmed Block, Garden Town, Lahore

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

Name: Mr. \_\_\_\_\_

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

For and on behalf of  
**The Service Provider**

Witness

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

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

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

CNIC: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

CNIC: \_\_\_\_\_

Address: \_\_\_\_\_

ANNEXB

FINANCIAL CONDITIONS

Sr. No.	Services Description	Qty	Total Price (PKR)
1			
2			
3			
4			
5			
	<b>Grand Total</b>		

**Note:**

- ) Price/Rate for the Services are given hereunder. The prices are inclusive of income tax but exclusive of Sales Tax.
- ) Any addition or reduction in Taxes announced by Provincial and Federal (Govt. of Pakistan) shall be applied accordingly

Annex C

**FACILITATION /ASSISTANCE PROVIDED BY THE CLIENT TO THE SERVICE PROVIDER**

The Client will provide to the Service Provider:

- ) All relevant data and information required for the delivery of the Services