
REQUEST FOR PROPOSAL

HIRING OF THIRDY PARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED

Publishing Date	December 5 , 2021
Submission Deadline	December 20, 2021 by 10:30 am
Technical Proposals Opening	December 20,2021 at 11:00 am

Central Power Purchasing Agency (CPPA-G)



Ministry of Energy
Government of Pakistan

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Section - 1

Instructions to Bidders (ITB)

A. General Provisions

1. Definitions

- (a) "Agreed Rates" means price quoted by Testing Agency or the price negotiated between Client and the Testing Agency.
- (b) "Applicable Rules" means the Public Procurement Rules (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 Central Power Purchasing Agency Guarantee Limited.
- (e) "Testing Agency" means a legally established professional Testing Agency or an entity that may provide or provides the Services to the Client under the Contract for various positions as advertised.
- (f) "Contract" means a legally binding written agreement including TORs of RFP signed between the Client and the Testing Agency.
- (g) "Day" means a calendar day.
- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Testing Agency.
- (i) "Government" means the Government of Pakistan.
- (j) "ITB" means the Instructions to bidders that provide with all information needed to prepare their Proposals.
- (k) "Proposal" means the Technical Proposal and the Financial Proposal
- (l) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Testing Agency.
- (m) "Services" means the assignment to be performed by the Testing Agency 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 Testing Agency, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Central Power Purchasing Agency in the FORM-1 intends to select a Testing Agency in accordance with the method of selection specified in the FORM-1.

2.2 The Testing Agency are invited to submit a Technical Proposal and a Financial Proposal, as specified in the FORM-1, for recruitment services required for the assignment named in the FORM-1.

2.3 CPPAG will timely provide, at no cost to the Testing Agency, the inputs, relevant data, and relevant documents required for the preparation of the Testing Agency Proposal as specified above.

3. Conflict of Interest

3.1 Testing Agency 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 Testing Agency or the termination of its Contract and/or sanctions by CPPAG.

4. Unfair Competitive Advantage:

4.1 Fairness and transparency in the selection process require that the Testing Agency 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 Testing Agency together with this RFP all information that would in that respect give such Testing Agency any unfair competitive advantage over competing Testing Agency.

B. Preparation of Proposals

5. General Considerations

5.1 In preparing the Proposal, the Testing Agency are expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

6. Cost of Preparation of Proposal

6.1 The Testing Agency shall bear all costs associated with the preparation and submission of its Proposal, and the CPPAG shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. CPPAG 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 Testing Agency.

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- 7. Language** 7.1 The Proposal, as well as all correspondence and documents relating to the Proposal submitted by the Testing Agency 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 Testing Agency shall submit the proposal including a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption.
- 8.3 The Testing Agency 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 Bidding firm shall have required skills, expertise and team by which it can solely and exclusively supply all services/deliverables as specified in the bidding document without assigning it to any other individual/firm and hence shall not propose any "Joint Venture" in its bid. A bid offering services through joint venture with any other individual /firm shall be rejected.
- 10. Proposal Validity** 10.1 RFP indicates the period during which the Testing Agency Proposal must remain valid after the Proposal submission deadline.
- 10.2 During this period, the Testing Agency shall maintain its original Proposal, including the proposed rates, and the total price inclusive of all applicable taxes.
- 10.3 If it is established that any Key Expert nominated in the Testing Agency 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 ITB.
- a. Extension of Validity Period** 10.4 CPPAG, should the need arise, may request, in writing, to all Testing Agency who submitted Proposal prior to the submission deadline to extend the Proposals' validity.
- 10.5 If the Testing Agency 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.
- 11. Clarification and Amendment of RFP** 11.1 The Testing Agency 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 CPPAG mailing address indicated in the FORM-1. CPPAG 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 Testing Agencies. If the CPPAG deems it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the proposal submission deadline, the CPPAG may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded at PPRA and CPPAG website and will be binding on all the bidders.

11.1.2 If the amendment is substantial, the CPPAG may extend the proposal submission deadline to give the Testing Agency reasonable time to take an amendment into account in their Proposals.

11.1.3 The Testing Agency 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. Technical Proposal containing material financial information shall be declared non-responsive.

12.2 Depending on the nature of the assignment, the Testing Agency 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 Testing Agency is responsible for meeting all tax liabilities arising out of the Contract.

b. Currency of Payment

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

C. Submission, Opening and Evaluation

14. Submission, Sealing, and Marking of Proposals

14.1 The Testing Agency shall submit a signed and complete Proposal comprising the documents and forms in accordance with instruction provided in the RFP (Documents Comprising the Proposal). The submission can be done by mail or by hand.

14.2 An authorized representative of the Testing Agency 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 shall be signed by all members 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 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.

14.6 The 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, Testing Agency name and the address, etc.

14.9 If the envelopes and packages with the Proposal are not sealed and not marked as required, the CPPAG 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 CPPAG not later than the submission deadline indicated in the FORM-1, or any extension made therein. Any Proposal or its modification received by the CPPAG after the deadline shall be declared late and rejected, and promptly returned unopened.

15. Opening of Technical Proposals

15.1 CPPAG 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 Testing Agency , the name of the lead member and the names of all members (if required).
- 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.

16.1 Subject to the provision of ITB, CPPAG shall evaluate only Technical Proposals received by it.

16. Proposals Evaluation

16.2 Testing Agency are not permitted to alter or modify its Proposal in any way after the submission of proposal. While evaluating the Proposals, the CPPAG will conduct the evaluation solely based on the submitted Technical and Financial Proposals.

17. Evaluation of Technical Proposals

17.1 CPPAG 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 for QCBS

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

18.2 Only the Financial Proposal of the technically responsive Bidders / Testing Agency shall be opened by the CPPAG. 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 Testing Agency is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price inclusive of taxes specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

20. Taxes

20.1 CPPAG evaluation of the Testing Agency Financial Proposal shall include all applicable taxes in accordance with the instructions in the FORM-1.

Bid Evaluation

**21. Bid Evaluation
Quality- and Cost Based
Selection (QCBS)**

21.1 The 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 Testing Agency achieving the highest combined technical and financial score will be invited for negotiations / award of Contract.

D. Award of Contract

22. Award of Contract

22.1 After completing the evaluation process and negotiation if any, CPPAG shall issue Letter of intent to the highest combined technical and financial score.

22.2 Contract shall be signed within 15-days of issuance of Letter of intent, or such extended time as required by CPPAG.

Section - 2
FORM-1

A. General	
ITB Clause Reference	Description
2.1	Name of the Client: CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED Method of Selection: <i>Quality and Cost Based Selection Method</i>
2.2	Financial Proposal to be submitted together with Technical Proposal in a separate sealed envelope. Name of the Assignment: HIRING OF THIRDY PARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED
2.3	The Client will provide TORs to facilitate the preparation of the Proposals .
B. Preparation of Proposals	
7.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.

8.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p>TECHNICAL PROPOSAL:</p> <p>Technical proposal shall comprise of following Documents and Forms:</p> <ol style="list-style-type: none"> a. Form-A: Technical Proposal Submission Form. b. Original Receipt of RFP Fee of Rs.1000/- c. Authority Letter etc. d. Bid Security @ PKR 200,000/- in form Bank Guaranty issued in favor of Central Power Purchasing Agency (Guarantee) Limited. e. Undertaking that Firm is not blacklisted or banned from any Public Sector Organizations or any other. f. Testing Agency Profile along with Incorporation Certificate or other relevant document including NTN certificate. FORM 1.1 g. Profile & Experience of Key / Professional Staff Form 1.1 & 1.6 h. List of Client Organization to Recruitment Services are provided through Testing. (Form 1.2) i. List of Private Sector including Semi Government/Autonomous Body Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams, background check (along with documentary evidence(s) in last 5 years. (Form 1.3) j. List of Public Sector including Semi Government/Autonomous Body Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams, background check (along with documentary evidence(s) in last 5 years. (Form 1.4) k. List of POWER Sector including Semi Government/Autonomous Body Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams, background check (along with documentary evidence(s) in last 5 years.(Form 1.5) l. LIST OF RECRUITMENT PROJECTS COMPLETED DURING LAST 5 YEARS (Form 1.5.1) m. FORM – 1.6 -Proposed Project Team for CPPAG’s Testing Agency Assignment n. FORM 1.7- Average Annual Turnover of the Firm during last 03 Years (Enclose Audit reports/Financial Statements) o. FORM 1.8 - INFORMATION ON PUBLICALLY ACCESSIBLE WEB PORTAL and INFRASTRUCTURE TO HANDLE ONLINE SUBMISSION OF APPLICATION, VISIBILITY OF RECRUITMENT STATUS, RESULTS etc.
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	<p>p. FORM 1.9- Methodology of Providing Recruitment Services to CPPAG (If required, client can schedule presentations for the understanding of this section)</p> <p>q. Form: B – Certificate of Conformance</p> <p>AND</p> <p><u>FINANCIAL PROPOSAL:</u></p> <p>Financial proposal shall comprise of following Forms: Financial proposal submission Form Financial Bid / Proposal on prescribed format</p>
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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 Testing Agency tax obligations can be found at: www.fbr.gov.pk
13.3	The Testing Agency will be paid in Pakistani Rupee (PKR) .
C. Submission, Opening and Evaluation	
14.1	The Testing Agency shall NOT have the option of submitting their Proposals electronically .
14.4	The Testing Agency must submit: (a) Technical Proposal : one (01) original, and one (01) copy (b) Financial Proposal : one (01) original
14.7 and 14.9	The Proposals must be submitted no later than: Date: 20.12.2021 Time: 10:30 AM On the outer sealed envelope mark the warning marking (" Do not open before Day, Month, Year ") The Proposal submission address is: DM (HR & Administration), Central Power Purchasing Agency (Guarantee) Limited. Shaheen Plaza, Plot No. 73-West, A.K Fazl-ul-Haq Road, Blue Area, Islamabad, Pakistan.
15.1	The opening shall take place at: Date: Same as the submission deadline i.e. 20.12.2021 . Time: 30 minutes after the time for the submission deadline i.e., 11:00 AM on 20.12.2021 . Address: Ground floor - Central Power Purchasing Agency (Guarantee) Limited. Shaheen Plaza, Plot No. 73-West, A.K Fazl-ul-Haq Road, Blue Area, Islamabad, Pakistan.
15.2	The following information will be read aloud at the opening of the Technical Proposal: The names of Testing Agency, duly signed Proposal, presence/absence of duly sealed financial envelopes and other information as indicated in the RFP.

TECHNICAL EVALUATION CRITERIA

17.1	<p>Criteria for the evaluation of the Technical Proposals:</p> <p>A- Firm/Bidder Profile (Registered, Age, Location, No of Employees) – FORM 1.1</p> <p>a- Incorporation/ Experience: (Total 10 POINTS)</p> <p>b- More than 10 years 10 Marks</p> <p>c- 8 to 10 Years 05 Marks</p> <p><i>Minimum qualifying criteria for eligibility to apply is 8 years of incorporation-registered age of the firm.</i></p> <hr/> <p>B- Details of project offices in all Provincial Capital & Islamabad (Form 1.1)</p> <p>(Total 5 Points)</p> <p>a- Registered Offices in all Provincial Capitals. (Every branch office = 1 Mark). More than 1 office in same city will be counted as 1 & maximum score is 5.</p> <p>(You can add additional offices details which carry no marks in this section but reflect as a strength/goodwill of the company. Provide Details- As mentioned in Form 1.1)</p> <hr/> <p>C- Number of Employees if having: Form 1.1 (Total 5 POINTS)</p> <p>i. 50 to 80 employees 2.5 Marks</p> <p>ii. 81 and above employees 05 Marks</p> <p>(Def: full time employees include permanent employees of the company who are on monthly payroll of the company, not assignment based or daily wagers) (Attach List with Form 1.1)</p> <hr/> <p>D- Competence & Experience in Completing Projects of similar nature:</p> <p>(Total 25 Points)</p> <p>a. Experience of Conducting Recruitment Test's for Government/Semi Government Organization in last 5 Years. (FORM 1.4) – 10 Points</p> <p>I. 15 to 20 Client organizations 05</p> <p>II. 21 to 35 Client Organizations 7.5</p> <p>III. 35 and above 10</p> <p>b. Experience of Conducting Recruitment Test's for Private Sector Organizations in Last 5 Years. (FORM 1.3) - 5 Points</p> <p>I. 6 to 10 Client organizations 2.5</p> <p>II. 11 and above 05</p> <p>c. Experience of Conducting Recruitment Test's for Power Sector Organizations in last 5 Years. (FORM 1.5) - 10 Points</p>
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	<div data-bbox="451 219 1032 287"> <ul style="list-style-type: none"> i. 8 to 10 Client organizations 05 ii. 11 and above Client Organizations 10 </div> <div data-bbox="451 314 1365 348"> <p>E- Competency in test development and availability of relevant data bank</p> </div> <div data-bbox="451 376 656 406"> <p>(Total 15 Points)</p> </div> <div data-bbox="451 412 1099 442"> <p>i- <u>Proposed Project Staff – Form 1.6 – 10 Marks</u></p> </div> <div data-bbox="406 470 1468 538"> <p><i>Project Team comprised of Qualified employees with substantial experience in relevant field</i></p> </div> <div data-bbox="451 544 1422 729"> <ul style="list-style-type: none"> - 2 Senior Project Leads (7+ Years of relevant Experience - 5 Marks) - Proposed Team members (3+ Years relevant experience - (5 Marks) /1 member 1 mark) - Please note, Firm can add members to show professional strength for the project but that will not add any marks in this section) </div> <div data-bbox="451 776 964 806"> <p>ii- <u>Test Development: (Max 5 Points)</u></p> </div> <div data-bbox="451 812 1373 844"> <ul style="list-style-type: none"> - Develop 05 sample MCQ tests of 100 marks (Covering all aspects of tests) </div> <div data-bbox="406 891 1468 957"> <p>10% General Knowledge, 10% English ,10% Analytical, 70 % Position based/ Subject Based.</p> </div> <div data-bbox="451 963 1468 1249"> <ul style="list-style-type: none"> 1- Assistant Manager (Software Development – Java & .Net – 3 years of experience) 2- Assistant Manager (HR – Recruitment & Compensation & Benefits – MBA HR or related HR degree with min 3 years of experience) 3- Assistant Manager (Finance – Internal Audits) 4- Assistant Manager (Legal) (LLB with High Court License; 3 years of experience, Contracts Management) 5- Assistant Manager Finance (CA finalist – Min 3 years of experience after articulation) </div> <div data-bbox="451 1293 763 1323"> <p>F- Outreach: (10 Points)</p> </div> <div data-bbox="500 1368 1468 1434"> <p>a- <u>No of recruitment tests conducted across the country during last 05 years – FORM (1.5.1) (15 Points)</u></p> </div> <div data-bbox="469 1472 1412 1576"> <ul style="list-style-type: none"> i. More than 250 recruitment written tests across country last 5 yrs. 15 ii. 151 to 250 recruitment written tests across country during last 05 yrs. 10 iii. Min 100 to 150 recruitment written tests across country during last 05 yrs. 5 </div> <div data-bbox="406 1604 1468 1670"> <p>(Firm with less than 100 recruitment written tests in last 5 years is not eligible to apply for the subject assignment)</p> </div> <div data-bbox="451 1717 989 1747"> <p>G- IT Infrastructure: (10 Points) - FORM 1.8</p> </div> <div data-bbox="451 1774 1468 1879"> <p>a- <u>Online portal for handling of volume of written test Applications, User Friendly developed Query and applications handling system (online Complaint Management Portal) (Out of 10 Points)</u></p> </div> <div data-bbox="406 1921 1396 1951"> <p>Client can schedule presentations for the understanding of this section, if required)</p> </div>
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	<p style="text-align: center;">H- <u>Average Annual Turnover of the Firm during last 03 Year (5 Points) - FORM 1.7</u></p> <p>i- More than 10 million 5 Points</p> <p>ii- 05 to 10 million 2.5 Points</p> <hr/> <p>I- <u>Methodology of Providing Recruitment Services to CPPAG (Out of 10 Points) – FORM 1.9</u></p> <p>(Include Proposed methodology with reference to TOR's, processes, associated risks and their mitigation strategies, methodology & experience of dealing with any legal and regulatory issue pertaining to recruitment, regulatory compliance, and specific considerations besides any other information relevant to testing services that you deem necessary for selection. Any other additional information. <u>Client can schedule presentations for the understanding of this section, if required</u>)</p> <p>The minimum technical score (St) required to pass is: <u>70 out 100 in Technical Proposal.</u></p> <p><u>The weightage of technical evaluation is maximum of 70% whereas financial weights 30 % in Total Combined score.</u></p>
20.1	Financial Proposal shall include all applicable taxes.
21.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = <u>70% /weight</u>, and</p> <p>P = <u>30 % / weight</u></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> <p>The contract will be awarded to the Firm with the highest combined score based on the following weighted ratios:</p> <p>70% for Technical Score</p> <p>30% for Financial Score</p>

Section – 3 Technical Proposal Checklist (All enclosed documents must be in sequence)

Sr.#	Description	Status
1	Form-A: Technical Proposal Submission Form.	Attached – Ref #
1.1	Original Receipt of RFP Fee of Rs.1000/-	
2	Authority Letter etc.	
3	Bid Security @ PKR 200,000/- in form Bank Guaranty issued in favour of Central Power Purchasing Agency (Guarantee) Limited.	
4	Undertaking that Firm is not blacklisted or banned from any Public Sector Organizations or any other.	
5	Testing Agency Profile along with Incorporation Certificate or other relevant document including NTN certificate. FORM 1.1	
6	Profile & Experience of Key / Professional Staff Form 1.1 & 1.6	
7	Financial Position of Firm – Statements required for last 03-Years - Form 1.7	
8	List of Client Organization to Recruitment Services are provided through Testing. (Form 1.2)	
9	List of Private Sector including <u>Semi Government/Autonomous Body</u> Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams (along with documentary evidence(s) in last 5 years. (Form 1.3)	
10	List of Public Sector including <u>Semi Government/Autonomous Body</u> Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams (along with documentary evidence(s) in last 5 years. (Form 1.4)	
11	List of Public Sector including <u>Semi Government/Autonomous Body</u> Clients to which recruitment services were provided which includes applications handling, screening, preparation & administration of written exams (along with documentary evidence(s) in last 5 years.(Form 1.5)	
12	LIST OF RECRUITMENT PROJECTS COMPLETED DURING LAST 5 YEARS (Form 1.5.1)	
13	FORM – 1.6 -Proposed Project Team for CPPAG's Testing Agency Assignment	
14	FORM 1.7- Average Annual Turnover of the Firm during last 03 Years (Enclose Audit reports/Financial Statements)	
15	FORM 1.8 - INFORMATION ON PUBLICALLY ACCESSIBLE WEB PORTAL and INFRASTRUCTURE TO HANDLE ONLINE SUBMISSION OF APPLICATION, VISIBILITY OF RECRUITMENT STATUS, RESULTS etc.	
16	FORM 1.9- Methodology of Providing Recruitment Services to CPPAG (If required, client can schedule presentations for the understanding of this section)	
17	Form: B – Certificate of Conformance	

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

FORMS

Technical Proposal Submission Form

{Location, Date}

To:

Chief (HR&A) Officer,
Central Power Purchasing Agency Guarantee Limited,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide the testing Services for recruitment in CPPAG in accordance with your Request for Proposal No..... title **HIRING OF THIRDY PARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED** dated

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 & Title of Signatory: _____

(Note: This pro-forma should be prepared on letterhead of the Testing Agency) .

Technical Proposal Certificate of Conformance

{Location, Date}

I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal, due for opening on _____ for provision of requisite services of testing agency for recruitment in Central Power Purchasing Agency Guarantee Limited (CPPAG). In addition to the conditions, we also agree to abide by all the areas and special instructions mentioned in RFP document. We also hereby categorically confirm that we are fully capable to provide testing services for recruitment in CPPAG as laid down in the terms of reference.

Signature: _____

Name & Address _____

Designation & ID Card No. _____

NTN _____ GST No. _____

Date: _____ Official Seal: _____

WITNESS

Signature: _____

Designation: _____

CNIC No. _____

WITNESS

Signature: _____

Designation: _____

CNIC No. _____

Form 1.1
Company Profile

Legal Name of the Bidding Firm				
Registered/ Incorporated in Pakistan	Registration Authority: <input type="radio"/> SECP, <input type="radio"/> Registrar of Firms Registered as: <input type="radio"/> Pvt Ltd <input type="radio"/> Partnership Firm <input type="radio"/> _____ Registration Date: _____ Age of Firm: _____ (Yrs) Registration No: _____ (Certificate of Registration/incorporation with registration authority be attached)			
National Tax Number	NTN No. _____ NTN Issued on _____ Title on NTN Certificate : _____ (Attach copy of NTN Certificate of the firm)			
Sales Tax Registration	STR No. _____ Registered for Sales Tax with <input type="radio"/> KPK, <input type="radio"/> Punjab, <input type="radio"/> Sindh , <input type="radio"/> Baluchistan, <input type="radio"/> ICT			
Active Tax Payers	Status on Active Payers List of FBR <input type="radio"/> Active <input type="radio"/> In- Active			
Registered Address of the Company				
Phone, Fax and Website				
Details of Branch Offices (Address with Phone, Fax)	City/Province	Lahore	Point of Contact	
	Address		Official Email	
	Landline #		Fax No	
	City/Province		Point of Contact	
	Address		Official Email	
	Landline #		Fax No	
	Add More Entries, as required)			

Number of Directors/ Partners	(Please fill and attach list of Directors/ Partners)
Number of Total full-time employees (permanent employees on the payroll of the company)	Attach list with Form 1.1 (Name/designation/date of joining /department/qualification/Experience
CV's of High-Level Staff Members	Names & Designation Attach CV's
Any other relevant information of the company	

FORM 1.2

List of Client Organizations who have been provided Testing services.

Bid No:

Bid Title:

LIST OF CLIENTS		
Sr. No	Name of Client Organization	Sector (Private / Public /Autonomous Body/Power Sector- private / Power Sector -Public)
1-		
2-		
3-		
4-		
5-	Add More Space, as required.	

FORM 1.3

List of Private Sector Organizations who have been provided Testing services during Last 5 Year.

Bid No:

Bid Title:

	Name of Client	ABC		Client Number	1
Sr. No	Position Title	Number of Candidates for written test	Project Completion Date (DD-MM-YEAR)	Evidence Attached Status - Reference Number (Please attach evidences in sequence as filled in the form)	
		280		Attached -e.g 1234	
	Add more lines				

Notes:

- 1- For every client organization, please fill separate form 1.3
- 2- Evidence should be properly referenced and must be enclosed with the form in the same sequence as mentioned in the above table. Evidence could be a Work Order/Project Completion Certificate/ Contract letter – it should clearly depict that testing service is provided.
- 3- Any entry without evidence will not be marked.

FORM 1.4

List of Public/ Semi Government/Autonomous Body / Sector Organizations who have been provided Testing services during Last 5 Year.

Bid No:

Bid Title:

	Name of Client	ABC		Client Number	1
Sr. No	Position Title	Number of Candidates for written test	Project Completion Date (DD-MM-YEAR)	Evidence Attached Status - Reference Number (Please attach evidences in sequence as filled in the form)	
		280		Attached -e.g 1234	
	Add more lines				

Notes:

- 1- For every client organization, please fill separate form 1.4
- 2- Evidence should be properly referenced and must be enclosed with the form in the same sequence as mentioned in the above table. Evidence could be a Work Order/Project Completion Certificate/ Contract letter – it should clearly depict that testing service is provided.
- 3- Any entry without evidence will not be marked.

FORM 1.5

List of Renowned Power Sector Organizations who have been provided Testing services during Last 5 Year.

Bid No:

Bid Title:

	Name of Client	ABC		Client Number	1
Sr. No	Position Title	Number of Candidates for written test	Project Completion Date (DD-MM-YEAR)	Evidence Attached Status - Reference Number (Please attach evidences in sequence as filled in the form)	
		280		Attached -e.g 1234	
	Add more lines				

Notes:

- 1- For every client organization, please fill separate form 1.5
- 2- Evidence should be properly referenced and must be enclosed with the form in the same sequence as mentioned in the above table. Evidence could be a Work Order/Project Completion Certificate/ Contract letter – it should clearly depict that testing service is provided.
- 3- Any entry without evidence will not be marked.

FORM 1.5.1**LIST OF RECRUITMENT PROJECTS COMPLETED DURING LAST 5 YEARS**

Sr #	Name of Organization	Position Title	Recruitment Written test Conducted on (DD-MM- Year)	Evidence Reference

FORM – 1.6
Proposed Project Team for CPPAG's Testing Agency Assignment

Bid No: _____

Bid Title: _____

< Please Provide at-least following information in respect of each member of the proposed team along with detailed CV of each member >

Sr. No.	Name of Team Member	Role in CPPAG Assignment e.g. (Project Lead, Examination Lead, Project Member, Coordinator, etc)	Qualification	Skills and Expertise	Worked for Recruitment Test Projects of renowned Clients (Project name & Client Name)
Add More as required					Add lines, if required

Signed _____

Name _____

In Capacity of _____

FORM 1.7
Average Annual Turnover of the Firm during last 03 Years
(Enclose Audit reports/Financial Statements)

Year	Annual Turnover (PKR)	Evidence Document Reference No	Status Compliant
2018-2019			Attached
2019-2020			Attached
2020-2021			Attached

Signed: _____

Name: _____

In Capacity Of : _____

FORM 1.8

**INFORMATION ON PUBLICALLY ACCESSIBLE WEB PORTAL and INFRASTRUCTURE TO HANDLE ONLINE
SUBMISSION OF APPLICATION, VISIBILITY OF RECRUITMENT STATUS, RESULTS etc.**
(If required, client can schedule presentations for the understanding of this section)

Bid Title:

We M/s _____ hereby confirm that we possess our own publicly accessible web portal for online receiving of job applications, the web address of which is as follows :

<http://> _____

Our Web portal for online receiving of job application provides following features/ services:

- 1-
- 2-
- 3-
- 4-
- 5-
- 6-

ADD ROWS, AS REQUIRED

We shall make changes to our existing web portal for online application in accordance with CPPAG's requirements.

Signed: _____

Name: _____

In capacity of: _____

(Please note: Give brief overview of web Portal, ATS or any relevant system, as required. To submit information in a detailed manner, kindly attach the additional document with this form separately as a continuation of this form.)

FORM 1.9

Methodology of Providing Recruitment Services to CPPAG (If required, client can schedule presentations for the understanding of this section)

Include Proposed methodology with reference to TOR's, processes, associated risks and their mitigation strategies, methodology & experience of dealing with any legal and regulatory issue pertaining to recruitment, regulatory compliance and specific considerations besides any other information relevant to testing services that you deem necessary for selection. Any other additional information.

Use Space, As required.

Signed: _____

Name: _____

In Capacity Of : _____

Undertaking

Affidavit on non- judicial stamp paper confirming that the binding firm has never been blacklisted and there is no conflict of interest.

Bid No . _____

Bid Title : _____

In the context of above stated tender, We M/s _____, hereinafter referred as “bidding firm”, hereby solemnly state and confirm:

- 1- That as of today, we have never been blacklisted by any organization.
- 2- That there is no possibility of conflict of interest of the bidding firm with any deliverable if the Recruitment assignment contract is awarded to it.
- 3- That hiring if M/s _____ for the Recruitment at CPPAG assignment, by its nature, is not in conflict with another assignment of the bidding firm.
- 4- All the information provided in the Technical Proposal are true and in case of any discrepancy in submitted information and the actual information , the firm will be disqualified by CPPAG at any stage during evaluation and at any stage of contractual services.

Signed : _____

Name : _____

In the capacity of : _____

Authorized to sign for and on behalf of M/s _____

Date : _____

Section - 4 - Financial Proposal

Financial Proposal submission Form

Date

To:
Chief (HR&A) Officer,
Central Power Purchasing Agency Guarantee Limited,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide Recruitment services for recruitment in CPPAG in accordance with your Request for Proposal No..... title **HIRING OF THIRDY PARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED** dated

Quoted rates specified in Financial Proposal are inclusive of all applicable taxes as per prevailing laws. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in RFP.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory_____

Financial Proposal Rates

AMOUNT PER APPLICATION (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 Testing Agency.
- The difference between amounts mentioned in words and figures, amount mentioned in words shall prevail.
- Actual payment to the Testing Agency shall be made in terms of the Contract /RFP.
- Price Determination Mechanism

Signature of the Authorized Person

Name: _____

Designation: _____

Section – 5

Terms of Reference

1. **Name of the Company:**

Central Power Purchasing Agency (CPPA-G) is a Company incorporated under the Companies Ordinance, 1984 and wholly owned by the Government of Pakistan (the “GOP”). Since June 2015, CPPA-G has assumed the business of National Transmission and Dispatch Company (the “NTDC”) pertaining to the market operations and presently functioning as the Market Operator in accordance with Rule-5 of the NEPRA Market Operator (Registration, Standards and Procedure) Rules, 2015 (the “Market Rules”).

2. **Objective:**

As part of the commitment to provide better services to the end users, CPPAG always aims to hire committed, competent and creative professionals by providing equal employment opportunity to all. For this purpose, CPPAG is seeking to onboard a specialized recruitment firm for identifying suitable candidates for professional and support positions i.e., Office Assistant, Management Trainee Officers, Junior Executives, Assistant Managers and any other post of initial cadre after careful evaluation or where written test is required. The successful firm will have a demonstrated track record of hiring for similar positions in the Public and Private sector of Pakistan.

3. **Scope of the Assignment:**

CPPA is inviting proposals from the Recruitment Agencies to provide the following services and deliverables within prescribed timeframe. The work relates to recruitment process encompassing advertisement of the vacancies, receiving applications in response thereof, handling, processing, and preparing database of the applicants. It includes, short listing of the applications on the prescribes criteria advertised and segregating them into eligible and ineligible candidates by clearly mentioning the reasons of ineligibility and reporting lists to CPPA-G, managing test centres throughout Pakistan wherever required , generation, printing and issuance of Roll No slips(admission cards) to eligible candidates, preparation of question papers, conduct of examination and result processing and announcement by maintaining secrecy and accuracy, through OMR arrangements. The result / merit list will be communicated to CPPA-G as per prescribed format (within defined timeline) both in hard and soft forms. The whole process from advertisement to preparation of merit list and its communication thereof to CPPA-G should take not more than 6 weeks.

The Testing Agency will have to perform the following jobs in accordance with the guidelines and directions of the CPPA Management to be issued from time to time.

The CPPAG requires the services of a Testing Agency managing end to end recruitment for the following positions or any other position as per the business exigencies.

- a. Assistant Manager
- b. Senior & Junior Executive
- c. Management Trainee Officer
- d. Assistants

- e. Any other entry level position.
- f. Any other position as per the requirement of the company.

b) Recruitment Process:

a. Advertisement

- i Review advertisements for all the positions as may be declared vacant by CPPAG from time to time for various job groups as mentioned above.
- ii Hold at least one consultation meeting with the CPPAG's focal person and provide expert advice/Input to ensure that the draft advertisement captures the job requirements.
- iii The Calling of applications (Applications may be received through on-line or through conventional method or both).
- iv The official advertisement for the vacancies will be issued by the CPPAG in the newspaper, however, the firm can post/use the same advertisement for sourcing purposes on their official sites or job boards. In case of any discrepancy from the actual post advertised by CPPAG is found, firm will be solely responsible.
- v CPPAG will process publishing of job advertisement in the newspaper. In the job advertisement, email/ postal address details of the firm will be mentioned for the submission of job applications. (medium will be mutually agreed between CPPAG and Firm)
- vi Candidates will directly apply through firm.
- vii Content of written test will be provided by CPPAG to Testing agency.
- viii Testing Agency will intimate the same to initially eligible candidates for the written exam prior to test date.

b. Applications Handling:

- i. The Firm will receive the applications against the advertised positions by assigning an "Application No." and with record of "Date of receipt of application". This "Application No." and "Date of receipt of application" should be duly traceable, if required and will be provided to the applicants as acknowledgment of receipt of application. The Firm will ensure a mechanism that no application should be considered after the expiry of last date of submission of Applications.
- ii. The firm will develop a valid and reliable database for maintaining the record of all applicants against advertised posts and will ensure the minimum fields of the data base as determined by CPPA-G. This database will be a classified information and will not be used for any purpose other than for CPPA-G.
- iii. The firm must have the ability to process and evaluate 1000 or more applications for recruitment of different categories.
- iv. The Firm will be responsible for answering any query raised by the applicants and will resolve/guide the candidates in case of any difficulty/ambiguity faced by them during the application process by maintaining a valid telephone number and a responsive e-mail facility.
- v. The Firm will ensure a mechanism that only eligible candidates are able to submit applications against a particular position however information provided by the applicant will be crossed check with documentary evidence.
- vi. The screening of the applications will be made by the Firm as per CCPA-G provided guidelines and generate the candidates list with 'Eligible', 'Ineligible'.
- vii. The Firm will prepare the lists of Eligible and Ineligible candidates immediately after closing dates by clearly mentioning the grounds of being not eligible.

- viii. The form at which candidates will apply should be customized as per the job criteria mentioned in the advertisement.
- ix. The Firm will ensure a mechanism that applicants may track their applications and may know the updated status.

c. Screening Process:

- Receive all the applications, screen in line with the job requirements i.e. age, qualification, and experience as advertised at closing date.
- Clearly mention a reason of ineligibility against any disqualified application.
- Liaise with candidates during throughout the recruitment process to ensure that candidates have a positive job application experience.

d. Reporting:

- Provide weekly updates to CPPAG on the recruitment process in form of mutually agreed format.
- Must handover complete data be pertaining to each recruitment with CPPAG upon closure of the position.

e. Pre-Test Tasks:

- Content of written test will be shared by CPPAG and based on this firm will share the sample paper.
- The firm will issue Roll No. / ID No to the eligible candidates to hold their test.
- The authorized representatives of the firm will ensure that only authorized candidates enter examination halls.
- The authorized security personnel of the firm will ensure that no mob gathers near the examination halls / centers.
- The firm will seek assistance of local police authorities in case of emergency condition (also in sub clause iii above).
- The firm will arrange test centers / examination halls through its own resources and will ensure all types of arrangements for the smooth holding of tests viz security, arrangement of invigilators, drinking water and other facilities.
- The firm must have a pool of experts from diverse disciplines and must have expertise for setting of question papers observing strict confidentiality.
- The written test will be based on the content provided by CPPAG.
- The firm will set and print of multiple series objective Type Test Booklet. Four different sets of Question Papers (i.e. A, B, C & D) should be prepared. Each set of Question Paper should consist same questions but with different serial numbers.
- The firm will also design OMR answer sheets for each set of question paper and print OMR answer sheets with provision for carbonless copy.
- The firm will make the delivery as well as collection of Question papers and OMR Answer Sheets at and from the examination centers under fool proof security. The arrangement of such security shall be responsibility of the firm.
- The applicant consultant/firm will enclose the details of their technical

capabilities/competencies and infrastructure for all above processes with also explaining availability of a secured printing press or the printing unit to handle the sensitivity and security/confidentiality involved in the printing activities. The responsibility of secured printing and its confidentiality lies with the vendor.

f. Conduct of Examination (In Multiple cities if required):

- The firm will arrange Test Centers so that all eligible candidates are adjusted comfortably
- The firm shall print Center-wise, Roll No. wise, Name wise list of eligible applicants.
- The firm will also take attendance sheets from each center.
- The firm shall deploy center superintendent, invigilators and other staff at each Centre.
- The firm shall make Pre-defined center seating arrangement.
- The firm shall print and display instructions for candidates at each test centers at prominent places.
- Collection of test materials e.g. Question papers, answer sheets etc. on completion of examination and sealing of answer sheets under supervision of examination observer, center superintendent and authorized officers shall be responsibility of the firm. The answer sheets should be in duplicate.

g. Post Test Requirements:

- i. The firm will share the question paper with CPPAG after written exam.
- ii. The authorized representatives of the firm will collect answer sheets from the candidates at each center and ensure that attendance sheet and number of answer sheets match.
- iii. The bundles of answer sheets will be sealed as per criteria laid down by the firm.
- iv. The firm shall deliver answer sheet bundles to authorized representatives of the firm.
- v. The authorized representatives of the firm will open sealed answer sheets and tallying with attendance sheets to ascertain absentee data. A report along with the center wise attendance sheet to be prepared.
- vi. Pre-validate all the answer sheets before scanning
- vii. Double scanning of answer sheets
- viii. Identification of double marking and other errors, highlighted by OMR machine.
- ix. Answer Database to be compared with correct answers to give the score for each applicant.
- x. Perform manual counter checking of results randomly.
- xi. Generate checklist of error records and absentees.

h. Outputs/Deliverables

Deliverable 1: Firm will nominate one Project Director as a focal person who will be solely responsible for all communication related to projects and timely submission of all the deliverables to CPPAG.

Deliverable 2: Development of Tests as per job description/content provided by CPPAG related to vacant positions.

Deliverable 3: Shortlisting of received applications according to advertised criteria and a clear reason of eligibility/non-eligibility must be mentioned in the status report.

Deliverable 4: Tests to be conducted at all major cities of the country where more than 100 applications will be received.

Deliverable 5: Provide list of shortlisted candidates in a mutually agreed format according to advertisement criteria plus 60% passing marks in written test.

Deliverable 6: All the Detailed reports as mentioned in TOR's in a mutually agreed format.

Deliverable 7: Resolution of all queries and complaints received from the candidates regarding test and shortlisting process at any forum/court/FIA/NAB etc will be responsibility of Firm.

Deliverable 8: All the data pertaining to any recruitment project will be sole property of CPPAG and Firm is bound to provide all the information to CPPAG as and when required.

Deliverable 9: Responsive helpline/official contact/Email to ensure timely reach and response to all candidates to give best candidate experience at every stage.

Deliverable 10: The Testing Agency shall undertake a comprehensive evaluation / screening mechanism in conformity with the approved shortlisting criteria while initially shortlisting profiles for the written exam.

- The firm shall ensure that there is no conflict of interest of any of its shortlisting team with candidates.
- The firm shall provide access to the process as and when required by CPPA for monitoring purpose.
- The firm shall ensure that the entire evaluation process shall be carried out in highly transparent, professional and objective manner.
- The 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 Testing Service Agency or any other act done in the course of performance of its duties accruing from the contract.
- The firm also undertakes to indemnify CPPA against any such complaints, demands and claims.
- The firm shall ensure that all applicable laws are strictly adhered to in the course of evaluation/screening/shortlisting process.
- CPPA 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. Services Timelines:

Timelines for provision of deliverables / services are as under from the awarding of Contract to successful Testing Agency :

- i. The Testing Agency will share the result of written exam and a merit list with CPPAG within 14 days along with resumes/CV's/ Personal Information Form (Customized) of the candidates who have passed the exam.
- ii. 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 Testing Service Agency under Public Procurement Regulatory Authority Rules.

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 70 out of 100 marks in the Technical Evaluation shall be opened.

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

- 70% for Technical Score
- 30% for Financial Score

7. Core Team required experts:

At least 2 Senior Consultants having experience of at least 8 Years of recruitment experience through testing service 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 Testing Service Agency:

All documents, reports, lists of shortlisted candidates and all deliverables prepared by the Testing Service Agency shall become and remain property of CPPA. The Testing Service Agency shall be liable not to use / disclose any information or documents to any individual, forum, or organization without the prior approval of CPPA.

9. Queries:

For any queries or additional information, please contact Ms. Rida Javaid, Deputy Manager HR& Administration / Ali Raza – AM TA , CPPAG at 051-9216917/ 03008591882 – rida.javaid@cppa.gov.pk / ali.raza@cppa.gov.pk

10. Payment Mode:

- The payment for each position will be made to the Testing Agency after the completion of project.
- The Testing Agency shall submit an Invoice, in terms of the above said payment schedule, to CPPA with all supporting data / documents.
- Subject to deductions of applicable taxes, levies, and penalties, if any, the Company undertakes to pay all valid Invoice in full within Thirty (30) days from raising of invoice.

Section - 6

Draft Contract Agreement For Consultancy Services

THIS AGREEMENT, together with Annexures which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ____ day of _____ (month), 2021.

between

----- (herein referred to as the "Client") of the first part; and

----- (herein referred to as "Testing Agency"), of the second part. The

Parties hereto agree as under:-

1. **ARTICLE 1: THE ASSIGNMENT**

1.1 The Assignment, for which Services are required to be performed and delivered under this Agreement, is provision of recruitment services in CPPAG 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 Testing Agency for the Assignment under this Agreement as described in TORs of the RFP NO..., Title: **HIRING OF THIRDPARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED** dated

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 3 year from the date of commencement of Services, subject to extension / amendment, if any, under the Contract.

3.3 **Extension of Time**

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

4. **ARTICLE 4: MODE OF OPERATION**

4.1 **Obligations of the Testing Agency**

- The Testing Agency shall be obligated to perform the obligation and services as described under the TORs forming part of RFP NO.....: **HIRING OF THIRDPARTY RECRUITMENT FIRM (TESTING AGENCY) FOR THE RECRUITMENT IN CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED** dated which shall be read as integral part hereto.
- The Testing Agency shall perform Services as an independent Testing Agency in accordance with recognized standards, applicable laws and regulations.
- The Testing Agency shall appoint 02 Senior Consultants who shall represent the Testing Agency 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 Testing Agency.
- In case the Client does not appoint any of the shortlisted candidate for a position and decides to re-advertise the position, if so required by the Client, the cost will be paid by Client.
- The Testing Agency shall carry out the Services with due diligence and efficiency and in conformity with sound industrial practices.
- The Testing Agency 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 Testing Agency 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 Testing Agency shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Testing Agency or sub-Testing Agency to perform any part of the Services.
- The Testing Agency agrees that no proprietary and confidential information received by the Testing Agency from the Client shall be disclosed to a third party unless the Testing Agency receives a written permission from the Client to do so.

4.2 **Obligations of the Client**

The Client shall provide to the Testing Agency:

- 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 Testing Agency.
- The Client shall take all necessary measures to make timely payments to

the Testing Agency as stipulated herein.

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

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

- The Testing Agency shall submit an Invoice after the completion of project.
- For clarity, the Testing Agency shall also be entitled to payment at Agreed Price for redoing of a project against any position.
- Subject to deductions of applicable taxes, levies and penalties, if any, the Company shall pay the relevant Invoice in full within Thirty (30) days from receipt of invoice.
- All payments shall be made to the Testing Agency through Cross Cheque in PKR

6. ARTICLE 6: ADDITIONAL SERVICES

6.1 The Client may ask the Testing Agency 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 Testing Agency shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

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

7.2 Termination by the Client

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

7.3 Termination by the Testing Agency

The Testing Agency may suspend the Agreement by a written notice of thirty (30) days only if the Testing Agency 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 Testing Agency after thirty (30) days of

notice of suspension, the Testing Agency 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 Testing Agency 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 Testing Agency.

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. BLACKLISTING

If the Testing Agency/Bidder delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract CPPA may, at any time, without prejudice to any other right of action / remedy it may have blacklist the bidder, either indefinitely or for a stated period, for future Tenders in public sector. If the bidder is found to have engaged in corrupt or fraudulent practices in competing for the award of contract, during procurement process or during the execution of the contract, CPPA may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the bidder, either indefinitely or for a stated period, for future Tenders in public sector

10. 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 Islamabad. 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.

11. 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.

12. **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.

13. **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 Testing Agency -----

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 CPPAG

FOR AND ON BEHALF OF (The Testing Agency) Client)

Signed by: -----

Signed by: -----

Designation: -----

Designation:-----

(Seal)

(Seal)

Witness:

Witness:

Signed by: -----

Signed by:-----