

**GOVERNMENT OF PAKISTAN
ESTABLISHMENT DIVISION**

(PRE-QUALIFICATION OF HEADHUNTING FIRMS)

Establishment Division intends to prequalify Headhunting firms to meet professional manpower requirements in certain Ministries/Divisions in Federal Government for following three categories with varying levels of competence/experience:

- i. Technical Advisors
- ii. Consultants
- iii. Research Associates /Young Professionals

Expression of Interest (EOI) by Headhunting Firms (national/international) having minimum 03 years of relevant professional work experience in providing headhunting services is solicited.

Interested firms (national/international) may obtain pre-qualification documents containing qualification parameters for prequalification from address given below or download them directly from www.establishment.gov.pk or PPRA website <https://www.ppra.org.pk/>

EOI documents prepared in accordance with the instructions provided in the prequalification document should reach the office of Section Officer (E-6), Room No. 1128, 1st Floor, Establishment Division, Government of Pakistan, Cabinet Block, Islamabad (For electronic submission: soe6@establishment.gov.pk), on or before 21-05-2024 at 1100 hours (Pakistan Standard Time). The applications will be opened on the same day at 1130 hours (Pakistan Standard Time).

Deputy Secretary (E-1)
Establishment Division,
Cabinet Block, Islamabad,
Ph No: 051-9103650



Section I - Instructions to Applicants

A. General	
1. Scope of Application	<p>1.1 In connection with the “Invitation for Prequalification of Headhunting Firms”, the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), issues this set of Prequalification Documents (PD) to prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for Headhunting Services incidental thereto as specified in Section VI (Scope of Assignment / Terms of Reference).</p>
2. Eligible Applicants	<p>2.1 An Applicant may be a private entity or institution, or any combination of such entities in the form of a joint venture (JV) under an existing JV agreement or with the intent to enter into such an agreement supported by a letter of intent.</p> <p>In case of single private entity, it shall be liable for execution of all the provisions of the Open Framework Agreement (if signed b/w the Procuring Agency and the entity), the execution of any Call-off Contract(s) awarded (to the entity) under the Open Framework Agreement in accordance with the Call-off Contract conditions that apply.</p> <p>In the case of a joint venture, all members shall be jointly and severally liable for the execution of all the provisions of the Open Framework Agreement (if signed b/w the Procuring Agency and the JV), the execution of any Call-off Contract(s) awarded (to the JV) under the Open Framework Agreement in accordance with the Call-off Contract conditions that apply.</p> <p>The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Prequalification process, Bidding process (in the event the prequalified JV submits a Bid) and during the period of Open Framework Agreement and contract execution (in the event the JV is awarded the Contract).</p> <p>2.2 An Applicant may apply for Prequalification both individually, and as part of a joint venture. If prequalified as a JV only, it will not be permitted to bid for the same contract as an individual entity. Bids submitted in violation of this provision will be rejected.</p> <p>2.3 An Applicant and any of its affiliates (that directly or indirectly control, or are controlled by or are under common control with that entity) may submit its Application for Prequalification either individually or as a joint venture for the same contract. However, if prequalified only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this provision will be rejected.</p> <p>2.4 Applicants shall be considered to have a conflict of interest, if they have a close business or family relationship with such professional staff of the Procuring Agency (or a recipient of a part of the funds) who: are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Open Framework Agreement or Call-off Contract and/or the</p>

	<p>Prequalification or Bid evaluation process of such Contract; or would be involved in the implementation or supervision of such Open Framework Agreement or Call-off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Open Framework Agreement and/or Call-off Contract.</p> <p>2.5 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified to bid or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.</p> <p>2.6 An Applicant shall provide such documentary evidence for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.</p>
3. Eligibility (in terms of Nationality)	3.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.
B. Contents of the Prequalification Documents	
4. Sections of Prequalification Documents	<p>4.1 This set of Prequalification Documents comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 6.</p> <p>Section I - Instructions to Applicants (ITA)</p> <p>Section II - Prequalification Data Sheet (PDS)</p> <p>Section III - Qualification Criteria and Requirements</p> <p>Section IV - Application Forms</p> <p>Section V - Eligible Countries</p> <p>Section VI – Scope of Assignment / Terms of Reference</p> <p>4.2 Unless obtained directly from the Procuring Agency or downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, or Addenda to the Prequalification documents in accordance with ITA 6. In case of any discrepancies, documents issued directly by the Procuring Agency or downloaded from the website link shall prevail.</p> <p>4.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.</p>
5. Clarification of Prequalification Documents	5.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing / through email at the Procuring Agency's address indicated in the PDS. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. The Procuring Agency shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Documents directly from the Procuring Agency (or through its website link), including a description of the inquiry but without identifying its source. If so indicated in the PDS, the Procuring Agency shall also promptly publish its response at the web page identified in the PDS. Should the Procuring Agency deem it necessary to amend the

	Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 6 and in accordance with the provisions of ITA 15.2.
6.Amendment of Prequalification Documents	<p>6.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.</p> <p>6.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the PDS: Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submit the revised Application prior to the original or extended Application submission deadline.</p> <p>6.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 15.2: Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.</p>
C. Preparation of Applications	
7. Cost of Applications	7.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.
8. Language of Application	8.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the language specified in the PDS. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PDS, in which case, for purposes of interpretation of the Application, the translation shall govern.
9. Documents Comprising the Application	9.1 The Application shall comprise the following: (a) Application Submission Letter, in accordance with ITA 10.1; (b) Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 11.1; (c) Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 12; and (d) any other document required as specified in the PDS.
10.Application Submission Letter	10.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.
11.Documents Establishing the Eligibility of the Applicant	11.1 To establish its eligibility in accordance with ITA 2, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).
12.Documents Establishing the	12.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements),

<p>Qualifications of the Applicant</p>	<p>the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).</p> <p>12.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee equivalent using the rate of exchange determined as follows: for turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted). value of single contract - Exchange rate prevailing on the date of the contract.</p> <p>12.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.</p> <p>12.4 The documentary evidence of the Applicant's qualifications to conclude an Open Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction</p>
<p>13. Signing of the Application and Number of Copies</p>	<p>13.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 9 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.</p> <p>13.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>13.3 When the Applications are submitted electronically, if permitted pursuant to ITA 15.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified in the PDS.</p>
<p>D. Submission of Applications</p>	
<p>14. Sealing and Identification of Applications</p>	<p>14.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Applicant; (b) be addressed to the Procuring Agency, in accordance with ITA 15.1; and (c) bear the specific identification of this Prequalification process indicated in the PDS reference ITA 1.1. <p>14.2 When the Applications are submitted electronically, if permitted pursuant to ITA 15.1, The Applicant shall seal the original and the copies in accordance with the procedures specified in the PDS.</p> <p>14.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 14.1 above.</p>
<p>15. Deadline for Submission of Applications</p>	<p>15.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated in the</p>

Uk.

	<p>PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the PDS.</p> <p>15.2 If required in accordance with the provisions of ITA 6.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>15.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).</p>
16.Late Applications	<p>16.1 The Procuring Agency reserves the right to reject any Applications received after the specified submission time and date deadline.</p>
17.Opening of Applications	<p>17.1 The Procuring Agency shall open all Applications at the date, time and place specified in the PDS. Late Applications shall be treated in accordance with ITA 16.1.</p> <p>17.2 Applications submitted electronically, if permitted pursuant to ITA 15.1, shall be opened in accordance with the procedures specified in the PDS.</p> <p>17.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants.</p>
E. Procedures for Evaluation of Applications	
18. Confidentiality	<p>18.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 25.</p>
19.Clarification of Applications	<p>19.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, in writing.</p> <p>19.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.</p>
20.Responsiveness of Applications	<p>20.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 19.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.</p>
21.Margin of Preference	<p>21.1 Unless otherwise specified in the PDS, a margin of preference shall not apply in the Bidding process resulting from this Prequalification.</p>
F. Evaluation of Applications and Prequalification of Applicants	

22.Evaluation of Applications	<p>22.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract subject to the provisions of ITA 22.1.</p> <p>22.2 Only the qualifications of the Applicant shall be considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.</p>
23.Procuring Agency's Right to Accept or Reject Applications	23.1 The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time before notification of acceptance, without thereby incurring any liability to the Applicants.
24.Prequalification of Applicants	24.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency.
25.Notification of Prequalification	<p>25.1 The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.</p> <p>25.2 The procuring agency shall communicate to those applicants who have not been pre-qualified the reasons for not pre-qualifying them.</p>
26.Request for Bids	26.1 After the notification of the results of prequalification, the respective Ministries / Divisions will invite the Bids from all the Applicants that have been prequalified through RFPs

Uk.

<p>27. Constitution of Grievance Redressal</p>	<p>27.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>27.2 Any party or applicant can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the application/proposal submission deadline.</p> <p>27.3 Any applicant/Bidder feeling aggrieved by any act of the procuring agency after the submission of his application/bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>27.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>27.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>27.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>27.7. Any applicant/bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".</p> <p>27.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>27.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>27.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>27.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
--	--

28. Mechanism of Blacklisting

28.1 The Procuring Agency shall bar for the time prescribed under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder who is either:
Involved in corrupt and fraudulent practices as defined under rule-2; or
Fails to perform his contractual obligations;

28.1 (a) The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, applicant/bidder who is either:
Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; and
Fails to perform his contractual obligations;

28.2 The show cause notice shall contain: (a) precise allegation, against the applicant/bidder; (b) the maximum period for which the Procuring Agency proposes to debar the applicant/bidder from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the applicant/bidder from participating in public procurements of all the procuring agencies.

28.3 The procuring agency shall give minimum of seven days to the bidder for submission of written reply of the show cause notice

28.4 In case, the bidder fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

28.5 In case the bidder submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder for personal hearing.

28.6 The Procuring Agency shall give minimum of seven days to the bidder for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder, if availed.

28.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..

28.8 The Procuring Agency shall communicate to the applicant/bidder the order of debarring the applicant/bidder from participating in any public procurement with a statement that the applicant/bidder may, within thirty days, prefer a representation against the order before the Authority.

28.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective applicant(s)/bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.

28.10 The applicant/bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.

28.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

28.12 The Authority on the basis of decision made by the committee either may debar a bidder from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

29. Fraud and Corruption	<p>29.1 The Procuring Agency requires that the Applicants /Bidders/ Headhunting Firms under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>29.2 The Applicants/Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, Primary Procurement process, Open Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>29.3 Any communication between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>29.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prosper was engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>29.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.</p>
--------------------------	---

Ukr

Section II - Prequalification Data Sheet (PDS)	
A. General	
ITA 1.1	<p>The identification number of the Invitation for Prequalification of Headhunting Firms is: [7/2/2024-G-Pro(I)-1]</p> <p>The Procuring Agency is: <i>Establishment Division, Government of Pakistan</i></p> <p>Mr. M. Khurram Shahzad, Section Officer (E-6) Room No. 1128, 1st Floor, Establishment Division, Government of Pakistan, Cabinet Block, Islamabad <i>Phone: 051-9103650</i> <i>Email: soe6@establishment.gov.pk</i></p>
ITA 2	<p>Maximum number of members in the JV shall be: 02</p> <p>Any Firm can enter in JV with only one Firm.</p>
ITA 2.5	<p>A list of debarred firms and individuals is available on the PPRA's website: http://www.ppra.org.pk</p>
B. Contents of the Prequalification Document	
ITA 5.1	<p>For clarification purposes, the Procuring Agency's address is: Mr. M. Khurram Shahzad, Section Officer (E-6) Room No. 1128, 1st Floor, Establishment Division, Government of Pakistan Cabinet Block, Islamabad <i>Phone: 051-9103650</i> <i>Email: soe6@establishment.gov.pk</i></p>
ITA 4.2 & 5.1	<p>Web page: https://establishment.gov.pk https://ppra.org.pk</p>
ITA 5.1	<p>Pre-Application Meeting will be held: No</p>
C. Preparation of Applications	
ITA 8.1	<p>This Prequalification document has been issued in "<i>English</i>"</p>

UR

ITA 9.1 (d)	<p>The Applicant shall submit with its Application, all relevant documents/information required for evaluation as per criteria at Section III, including the following:</p> <ol style="list-style-type: none"> 1. <i>Proof of incorporation as Headhunting Service Provider / Business Entity</i> 2. <i>Proof of financial strength of the firm (e.g., Bank Certificate)</i> 3. <i>Experience for hiring Technical Advisors (Sectoral Experts), Consultants, Research Associates / Young Professionals or hiring of similar category of human resource</i> 4. <i>Qualifications and expertise of key personnel of the organization</i> 5. <i>Demonstrated experience and credentials of team members in relevant fields such as human resources, psychology, organizational development, and public sector recruitment</i> 6. <i>Proof of providing services of Headhunting to Public Sector and Private Sector</i> 7. <i>Proof of registration with respective tax collection authorities</i> 8. <i>Methodology and approach for the assignment including strategies and tools for assessing emotional intelligence, conducting psychometric testing</i> 9. <i>Application Securing Declaration Form (duly filled in): specimen attached at Annex-D</i> 10. <i>Undertaking on blacklisting and debarring by any national/international organization</i>
ITA 12.3	<p>The source for determining exchange rates is <i>State Bank of Pakistan</i> (https://www.sbp.org.pk/ecodata/rates/m2m/M2M-Current.asp)</p>
ITA 14.1	<p>In addition to the original, the number of copies to be submitted with the Application is: 03</p>
<i>D. Submission of Applications</i>	
ITA 15.1	<p>The deadline for Application submission is:</p> <p>Date: 21-05-2024</p> <p>Time: 1100 hours Pakistan Standard Time (PST)</p> <p>For Application submission purposes only, the Procuring Agency's address is:</p> <p>Mr. M. Khurram Shahzad, Section Officer (E-6)</p> <p>Room No. 1128, 1st Floor, Establishment Division, Cabinet Block, Islamabad</p> <p>Phone: 051-9103650</p> <p>Email: soe6@establishment.gov.pk</p> <p>Applicants have the option of submitting their Applications electronically</p> <p>The electronic Application submission procedure shall be:</p> <p style="text-align: center;"><i>Complete/scanned information as required in Section II Part C, to be</i></p>

	<p>sent on email address: soe6@establishment.gov.pk</p> <p>(Maximum attachments with each email shall not exceed 15 MB)</p>
ITA 17.1	The opening of the Applications shall be at 1130 hrs on 21-05-2024 Committee Room, 2 nd Floor, Establishment Division, Government of Pakistan, Cabinet Block, Islamabad
ITA 17.2	<p>The EOI received electronically through email by cutoff date and time shall be opened at the time, date and venue mentioned against ITA 17.1.</p> <p>The electronic Application opening procedures shall be:</p> <p><i>The Prequalification applications received (whether through email or hard) shall be opened in the presence of applicant/Bidders/ Representatives at 1130 hrs on 21-05-2024</i></p>
E. Procedures for Evaluation of Applications	
ITA 21.1	A margin of domestic preference shall not apply.
ITA 27.3	<p>If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing by email to:</p> <p>For the attention: <i>Mr. Azfar Manzoor</i></p> <p>Title/position: <i>Chairperson, Grievance Redressal Committee / Additional Secretary II, Establishment Division</i></p> <p>Procuring Agency: <i>Establishment Division, Government of Pakistan</i></p> <p>Email address: as2@establishment.gov.pk</p>

Le

Section III - Qualification Criteria and Requirements

This Section contains the methods, criteria, and requirements that the Procuring Agency shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

1. Criteria for evaluation of proposal is as under:

Sl No.	Description	Criteria	Marks
1.	Technical Expertise and Experience (40):		
	a. Demonstrated experience in recruiting for government agencies / public sector or large private sector organizations / MNCs	01 mark per year	10 marks
		02 marks for each public sector organization/MNC,	06 marks
		01 mark for each private sector entity	04 marks
	b. Track record of providing high-quality services in candidate sourcing and screening for similar categories such as Advisors, Consultants, Research Associates/Young Professionals.	Technical Advisor (2 marks for each case)	10 marks
		Consultants (0.5 mark for each case)	10 marks
		Research Associates (0.5 mark for each case)	
2.	Methodology and Approach (10):		
	a. Clarity and coherence of the proposed methodology for the assignment	<ul style="list-style-type: none"> • Strength of existing database • Process of engaging new resource 	5 marks
	b. Innovative strategies and tools proposed for assessing emotional intelligence, conducting psychometric testing processes etc.	Testing/interviewing techniques for recruitment process	5 marks
3.	Team Composition and Qualifications (40):		
	a. Qualifications and expertise of key personnel of the organization (List along with CVs attached with Masters or above specialized in HRM having HR experience of 5 years or more)	05 marks for each expert	30 marks

	b. Demonstrated experience and credentials of team members in relevant fields such as psychology, Psychometric testing etc.	02 marks for each expert	10 marks
Financial Strength (10 marks)			
4.	Financial Strength (Proof in the form of Bank Certificate or any other form of instrument for the last three years)	5.0 - 10.0 million Pak Rupees or equivalent in foreign currency (3 marks)	10 marks
		10.01 - 20.0 million Pak Rupees or equivalent in foreign currency (6 marks)	
		Above 20.0 million Pak Rupees or equivalent in foreign currency (10 marks)	
Total:			100

2. Minimum Pre-Qualification Criteria: The minimum pre-qualifying threshold is 60% and only prequalified firms shall be considered for the further process.
3. Secondary Procurement Method(s) may be adopted by the concerned Ministries / Divisions.

Section IV - Application Forms

Application Submission Letter

Date: *[insert day, month, and year]*
IFP-No. and title: *[insert IFP number and title]*

To: Establishment Division,
Government of Pakistan

We, the undersigned, apply to be prequalified for the referenced IFP and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA 6): *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 2.4;
- (c) **Eligibility:** We meet the eligibility requirements as stated ITA 2.1, we have not been suspended by the Procuring Agency based on execution of a Bid/Proposal Securing Declaration in accordance with ITA 29;
- (d) **Not bound to accept:** We understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 23.1. Only applicant/bidders who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (e) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name: *[insert full name of person signing the Application]*

In the capacity of: *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: *[insert full name of the Applicant or the name of the JV]*

Address: *[insert street number/town or city/country address]*

Dated: *[insert date the document is signed i.e. day number] day of [insert month], [insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]



Form ELI -1.1
Applicant Information Form

Date: *[insert day, month, year]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Applicant's name along with nationality <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member along with nationality: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 14.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 2.2. <input type="checkbox"/> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

In case of JV, the Applicant's information shall include information on each JV member and letter of intent to form JV or JV agreement, in accordance with ITA 2.2

Vk

Form ELI -1.1 (continued)
Applicant Information Form

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Applicant's name			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current registration with relevant authorities' information:			
16. Proof of registration with Procuring Agency's country regulatory authority and international agencies (If Any)			
17. Quality Assurance Certification (If any) (Please include a copy of your latest certificate with the PQ Application):			



Section V - Eligible Countries

In reference to ITA 3.1, for the information of the Applicants, at the present time, firms and individuals, Services from the following countries are excluded from this Prequalification process:

Under ITA 3.1:

1. *India*
2. *Israel*

U.

Section VI – Scope of Assignment / Terms of Reference

1. Establishment Division intends to pre-qualify experienced international / national Headhunting firms to meet professional manpower requirements in certain Ministries/Divisions in Federal Government for following three Special Professional Pay Scales (SPPS) categories with varying level of competence/ experience on contractual and need basis:

i.	Technical Advisors – SPPS I	(Pak Rs. 1.5 – 2.0 million monthly all inclusive)
ii.	Consultants - SPPS III	(Pak Rs. 0.5 – 1.0 million monthly all inclusive)
iii.	Research Associates / Young Professionals - SPPS IV	(up to Pak Rs. 0.5 million monthly all inclusive)

2. The above positions will be introduced in the following Ministries/Divisions:
 - i. Commerce Division
 - ii. National Food Security and Research Division
 - iii. Finance Division
 - iv. Information Technology & Telecommunication Division
 - v. Science & Technology Division
 - vi. Climate Change & Environmental Coordination Division
 - vii. Power Division
 - viii. Petroleum Division
 - ix. Industries & Production Division, and
 - x. Water Resources Division
3. The Establishment Division is desirous of prequalifying professional headhunting firms for recruiting candidates for above referred posts. The Firm(s) should be well-reputed and experienced in sectors mentioned above. The Firm(s) represent and warrant that they have the requisite expertise and adequate resources to provide the services required by Establishment Division.
4. Interested service providers are invited to furnish information for providing headhunting services in sectors at para 1 and 2 mentioned above.
5. The duration of pre-qualification shall be two years extendable by one year subject to satisfactory performance of the pre-qualified service providers.
6. Establishment Division's representative shall coordinate with the Headhunting Firm during the period of assignment to ensure that the proposed time frame of the assignment is met. The Headhunting Firm shall nominate a representative to liaise with the Establishment Division.
7. Ministries / Divisions will utilize the services of the prequalified Headhunting firms available with the Establishment Division through their respective Request For Proposals (RFPs) containing terms and conditions including methodology for selection.
8. The Headhunting Firm shall be responsible for accurately and fully disclosing all relevant

information and CVs of the concerning candidates to Ministries / Divisions within fifteen (15) days of placing the requisition of hiring.

9. The Headhunting Firm shall send the CVs of the best-suited shortlisted candidates (minimum 3 for each Assignment/case) to the Ministries / Divisions along with related input and profiles uniformly structured as per agreed format.
10. The Headhunting Firm shall obtain more specific and detailed information to facilitate selection decision from the respective Ministries / Divisions.
11. In case the employment of the candidate placed by the Headhunting Firm is terminated within ninety (90) days period from the date of joining or if the employee decides voluntary termination from the employment of the Ministries / Divisions; the Headhunting Firm shall provide a replacement candidate without additional cost only for that specified position within fifteen (15) days.
12. Either party with one-month notice can invoke the termination of their agreement.
13. The agreement is the complete understanding of the parties, supersedes any prior oral or written representations or understandings, and can only be modified by written agreement of the parties.
14. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the prospective Headhunting Firm who submitted the proposals or to other persons not officially concerned with the process, until the successful Headhunting Firm (s) have been notified that it has been awarded the contract.
15. Pre-qualified Headhunting Firms will have to sign a Prequalification Agreement with the Establishment Division initially for the period of two years extendable by one year on satisfactory performance. All the services shall be in accordance with the agreement signed between the parties' i.e., Establishment Division and the Headhunting Firms. Sample agreement is attached herewith as **Annex "B"**.
16. Only pre-qualified Headhunting Firms shall be entitled to participate further in the procurement proceedings.
17. Role of Ministries / Divisions concerned and selected Headhunting Firm is attached as **Annexure-A**.
18. **Clarification** if any required may be obtained from:

soe6@establishment.gov.pk
19. Interested Headhunting Firms shall submit Application Securing Declaration Form (**Annex "D"**).
20. Prequalified Headhunting Firms shall be blacklisted as per Rule 19 of Public Procurement Rules 2004 in accordance with the mechanism provided in ITA 28 of this document.
21. The proposals in accordance with the above terms & conditions shall be acceptable.
22. Applications received after the due date and time will not be entertained.
23. Headhunting Firm must submit the undertaking as per format given on (**Annex "C"**).

ROLE OF MINISTRIES/DIVISIONS AND PRE-QUALIFIED HEADHUNTING FIRM(S)

1. The Ministries / Divisions will share the following with the Pre-qualified Headhunting Firms:
 - a) Number of positions, job title, location of the position(s).
 - b) Job Description and specific requirements of the position(s).
 - c) Any other relevant information to the assignment

2. The successful applicant/bidders i.e. Headhunting Firms, shall ensure the following; but not limited to:
 - a) Analyze/scrutinize the information provided by the Ministries/Divisions concerned and shall ensure timely completion of the assignment up to the satisfaction of the Ministries/Divisions concerned.
 - b) CVs of best suited (minimum three) shortlisted applicants shall be forwarded to respective Ministries / Divisions within 15 days along with related input and profiles uniformly structured as per agreed format.
 - c) Service provider shall be responsible for accurately and fully disclosing and verifying all relevant information and CVs along with providing the following attested documents (original documents to be required at the time of joining) of the shortlisted candidates:
 - i. Photograph
 - ii. All educational documents/transcripts
 - iii. All the experience and training certificates
 - iv. Copy of CNIC
 - v. Copy of certificate showing last pay drawn
 - vi. Written declaration in such form as specified inter alia stating that He / She has not been convicted by any court of law for any offence involving moral turpitude, terminated or dismissed or removed or compulsorily retired by the Federal/Provincial/Local Government, body corporate or institution as a result of disciplinary action against him/her. Moreover, that all documents and information submitted are genuine and correct in material particular.
 - d) Since employment in concerned Ministries/Divisions is conditional upon the satisfactory results of the following, a written willingness/no objection certificate of the candidate shall be provided by the selected service providers for:
 - Pre-employment medical examination arranged by Ministry/Division concerned.
 - Providing all original degrees/ transcripts/ certificates/ CNIC at the time of joining (if selected) duly verified from the concerned authorities.
 - Verification from previous employers and referees.
 - Character Certificate/Police Verification.
 - e) Respective Ministries / Divisions will inform the selected Headhunting Firm about finally accepted CVs and if required, may also ask for more CVs.

- f) The Headhunting Firm shall be required to contact the candidates and inform them of their interview schedule i.e. date, time, venue; as provided by the Ministries / Divisions via email/letter. The Ministries / Divisions may also contact the candidates directly (if required).
- g) The Headhunting Firm shall share the candidate's availability status with the Ministries / Divisions via letter/email.
- h) No TA/DA shall be given to candidates for test/interview by Ministries / Divisions.
- i) Ministries / Divisions will communicate the name of the selected candidates to the concerned service provider; otherwise the process will be repeated till a suitable candidate is selected for the position.
- j) All further communication with the selected candidates pertaining to salary finalization and other related formalities like medical etc., may be made by Ministries/Divisions concerned directly or through the selected service providers.
- k) A successful pre-employment medical fitness examination is mandatory for all the selected candidates whereas, offered job shall remain conditional upon satisfactory verification of all the documents and credential.



PREQUALIFICATION AGREEMENT

The terms and conditions of the agreement and annexures may change with mutual consent at the time of signing.

This agreement ("Agreement") is made on this ____ day of ____ 2024

By and between

Establishment Division, Government of Pakistan located at **Cabinet Block, Islamabad** (the "Establishment Division", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

And

_____ (the "Headhunting Firm", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

Establishment Division and the Headhunting Firm shall hereinafter be referred to as the "Parties" collectively and the "Party" individually and interchangeably.

Whereas;

- a) The Establishment Division is desirous of acquiring professional, highly-skilled & specialized recruitment services ("**Services**") for the posts of Technical Advisors, Consultants and Research Associates/Young Professionals.
- b) The Headhunting Firm is a well reputed and experienced firm in Headhunting.
- c) The Headhunting Firm represents and warrants that it has the requisite expertise and adequate resources to provide the Services as required by the Establishment Division.
- d) The Establishment Division has agreed to engage the Services of the Headhunting Firm and the Headhunting Firm has agreed to provide the same.

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

This Agreement will become effective on the _____ and will remain in effect for a period of two years (the "Term") extendable by one year or until terminated in accordance with Clause 7 or 9. The termination of this Agreement will not;

- a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the

phrase "the Term" shall refer to the entire duration of the Agreement.

2. Definitions

In this Agreement, the following terms shall have the meanings assigned as under:

- a) "Establishment Division" means the Establishment Division, Government of Pakistan.
- b) Ministries/Divisions include:
 - Commerce Division
 - National Food Security and Research Division
 - Finance Division
 - Information Technology & Telecommunication Division
 - Science & Technology Division
 - Climate Change & Environmental Coordination Division
 - Power Division
 - Petroleum Division
 - Industries & Production Division
 - Water Resources Division
- c) "Headhunting Firm" means a legally-established professional headhunting firm or an entity that may provide or provides services to the Procuring Agency under this agreement
- d) "Services" means the provision of suitable and sound panel of Technical Advisors, Consultants, Research Associates/Young Professionals matching with the requirements of the Ministries/Divisions on need basis, by the Headhunting Firm under this Agreement.
- e) "Assignment" means final selection / hiring of qualified referral(s) from amongst a panel of suitable candidates against a single requisition placed by the Ministry/Division concerned

3. Services

- a) The Headhunting Firm shall perform the Services under this Agreement as detailed in Annexure-A.
- b) The Headhunting Firm shall perform and execute the Services at the times and in the manner as specified in Annexure-A to this Agreement with due care and skill in accordance with the best professional standards prevailing in similar industry to the satisfaction of the Ministry/Division concerned.
- c) The Headhunting Firm recognizes and assures that any Services performed under this Agreement and work done shall be the exclusive property of the Establishment Division and Ministries/Divisions concerned and the Headhunting Firm shall have no right or claim to it.

4. Responsibilities

a) Headhunting Firm

The Headhunting Firm shall: -

- (i) ensure the effective performance and execution of Services detailed in Annexure-A.
- (ii) endeavor to effectively perform its obligations and ensure to satisfy the objective of the Establishment Division and the Ministries/Divisions concerned regarding the Services.
- (iii) make appropriate documentation available to the Establishment Division

and Ministries/Divisions.

b) Ministries/Divisions

The Ministries/Divisions concerned shall: -

- (i) arrange for adequate and concise documentation in order to facilitate the Headhunting Firm for the execution of Services to be rendered under this Agreement.
- (ii) facilitate the Headhunting Firm regarding execution of the Services.
- (iii) provide adequate information necessary for the execution of the Services to be performed by the Headhunting Firm.
- (iv) ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.

5. Payments

Ministries/Divisions concerned shall ensure timely payments in accordance with the Annexure-B of this Agreement.

- a) The headhunting service fee shall be as per bid submitted against the requirement.
- b) The amount quoted in the bid shall be the total fee per Assignment and shall be paid to the Headhunting Firm subject to the satisfactory performance of Services.
- c) All payments as agreed shall be less any Government taxes which is required by law to deduct.
- d) The payments shall be made in Pak rupees or through any other currency and mode as mutually agreed between the Parties.

6. Proprietary Information/Confidentiality

- a) During the course of the Agreement both Parties will share information of confidential and/ or proprietary nature. Recipient agrees not to disclose any information to any third parties or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.
- b) Notwithstanding the foregoing, recipient may disclose the disclosing Party's information if in the opinion of its counsel, disclosure is required by law; provided, however, that recipient will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to the disclosure and that recipient requests confidential treatment of the disclosed information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature; provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.
- c) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five (5) years from the date of execution or completion/ termination of this Agreement.

7. Termination

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within thirty (30) days of a written notice to do so.
- b) The Establishment Division may terminate this Agreement if the Headhunting Firm fails to provide the Services in accordance with this Agreement.

8. **Other conditions**

- a) On the basis of prequalification, the prequalified Firms shall not claim any contractual obligations in the subsequent selection process.

9. **Force Majeure**

- a) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- b) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, natural catastrophe and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- c) If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either Party may terminate this Agreement by notice to the other Party.
- d) For the purpose of this clause, a prolonged period is one exceeding (30) days.

10. **Dispute Resolution/Arbitration**

- a) The Parties shall attempt to amicably resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- b) If the Parties cannot settle any dispute or difference within thirty (30) days after first conferring, then such dispute or difference shall be settled through arbitration each party shall appoint one arbitrator and the appointed arbitrators shall then appoint an umpire. The award of the arbitrators or in case of a dispute between the arbitrators, the umpire shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- c) The arbitrators shall preferably be retired judges of High Courts of Pakistan. The arbitrators will have no authority to award or make any ruling, finding or

award that does not conform to the terms and conditions of this Agreement.

- d) The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

11. Notices

- a) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first-class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

- b) **Address for notices**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number set out below; or
- (ii) where another address or number is notified by either of the Party to other Party, the last address of number so notified to it.

If to Establishment Division:

Section Officer (E-6)
Establishment Division,
Room No. 1128, 1st Floor, Cabinet Block,
Islamabad, Ph No: 051-9103650, E-mail:
soe6@establishment.gov.pk

If to Headhunting Firm:

Attn: Mr./Ms. _____

Designation:

Tel: _____, _____ Fax:



12. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

13. Amendment

- a) No term and condition of this Agreement may be amended without the

- prior consultation and understanding between the Parties.
- b) This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

14. Applicable Law and Jurisdiction

- a) This Agreement is governed by the laws of the Islamic Republic of Pakistan.
- b) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

15. Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Headhunting Firm (if applicable).

16. Annexure

The Annexure to this Agreement shall form an integral part of this Agreement and shall be interpreted accordingly.

In witness hereof, the Parties have executed this Agreement on the day and year written above.

AGREED AND ACCEPTED
**Establishment Division, Government
 Of Pakistan**

Name of Service

Signature

Date

Name

Title

WITNESS

Signature: _____

Name: _____

Title: _____

Signature

Date

Name

Title

WITNESS

Signature: _____

Name: _____

Title: _____

Note: Attached agreement is a sample agreement and terms and conditions may change at the time of signing off by both parties with mutual agreement.

Annexure-A of Agreement

Date-----

Ministry/Division-----

Number of positions-----

S.#	Title	Pay Scale/ Remuneration	No. of posts	Location	Job Description, specification, Deliverables or any other input
1					Annexed at -----
2					

Deadline for completion of assignment: within 15 days of issuance of requisition



Annexure-B of Agreement

The payment to be made to the Headhunting Firm by the Ministry/ Division concerned in pursuance of Clause 5 of the Agreement shall be as under;

- a) The Headhunting Firm shall be paid quoted amount as per bid, and on the recruitment of a qualified referral according to criteria in **Annexure-A**.
- b) The Headhunting Firm shall send the invoice to the Ministry/ Division concerned
- c) The invoice shall be raised at the time of candidate accepting the provisional offer and its joining in the concerned Ministry/Division.
- d) It is further agreed that the payment as per clause (a), subject to the provision of clause (c) of Annexure B -shall become due upon the hiring/appointment of a qualified referral by the Ministry/Division.



Format of Affidavit/Undertaking

Applicant/Bidder must submit following undertaking:

- a) I, Mr. S/o..... holding CNIC # from M/s Having Its business office at , do hereby solemnly affirm and declare as under;
- b) We confirm that our Headhunting Firm is not black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- c) That the Partner(s) / Officers of M/s.....have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- d) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

Note: In case applicant/bidder is found in the list of "Blacklisted Firms-Pakistan" or related links at

<https://www.ppra.org.pk/> then its bid shall be rejected

Name:

Signature

Stamp:

Uk

Application Securing Declaration

[The applicant shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Application No.: *[insert number of Prequalification process]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Application must be supported by a Application Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a Application securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Application conditions, because we understand this Application Securing Declaration shall expire if we are not the successful.

Applicant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Applicant; or (ii) twenty-eight (28) days after the expiration of our Application.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Application Securing Declaration]*

Name: *[insert complete name of person signing the Application Securing Declaration]*

Duly authorized to sign the Application for and on behalf of: *[insert complete name of Applicant]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)