



REQUEST FOR PROPOSAL (RFP)

Hiring of Firm / Testing Agency for Screening Tests (CBT & PBT) for Recruitment of Employees under WAPDA

Pakistan Water and Power Development Authority (WAPDA), invites Electronic Request for Proposal (RFP) from the HEC approved Universities, registered Companies and Firms registered with Income Tax and Sales Tax Department for the services of conducting Computer Based test (CBT) for the posts (BPS-17 & Above) and Paper Based Test (PBT) for the posts (BPS-06 to 16) of different categories / disciplines in a transparent manner. Method of selection will be Quality and Cost based (80:20).

2. Electronic Request for Proposal (RFP) documents containing detailed requirements, terms and conditions is available for the registered bidders on EPADS at (www.eprocure.gov.pk)

3. The Electronic Request for Proposal (RFP), prepared in accordance with the instructions in the RFP documents, must be submitted through EPADS on or before 21.04.2025. Manual bids, shall not be accepted. The Electronic Request for Proposal (RFP) will be opened on the same day by using EPADS.

4. In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Notification of said GRC is provided on the procuring agency's website (www.wapda.gov.pk) and on EPADS at (www.eprocure.gov.pk).

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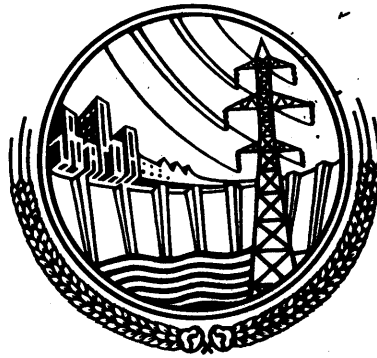
This notice is also available at PPRA Website: www.ppra.org.pk

PID(L) Website: www.wapda.gov.pk PRD(L)/WAPDA/418(2024-25)

DONATE FOR DIAMER BASHA & MOHMAND DAMS

PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY

**CONDUCTING SCREENING TEST (COMPUTER / PAPER BASED)
FOR RECRUITMENT OF EMPLOYEES UNDER WAPDA
(BPS-06 to BPS-18) OF DIFFERENT CATEGORIES / DISCIPLINES**



REQUEST FOR PROPOSAL

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Section 1. Letter of Invitation

To: (Name and Address of Client)

(Location & Date)

1. The Water and Power Development Authority (WAPDA) invites proposals for selection of firm for conducting screening test (computer / paper based test) for recruitment of employees under WAPDA for posts (BPS-06 to 18) of different categories / disciplines. More details on the services are provided in the attached Terms of Reference.

2. A firm will be selected under quality and cost *based* selection **(QCBS 80:20)** method and procedures described in this RFP.

3. The RFP includes the following documents:-

Section 1 – Letter of Invitation

Section 2 – Instructions to Firms (including Data Sheet)

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 – Terms of Reference

Section 6 – Contract

Yours sincerely,

Director General (Recruitment) WAPDA
205-WAPDA House, Lahore.

Section 2. Instructions to the Firms

Definitions

- (a) “Client” means the agency with which the selected Firm / Firms sign the Contract for the Services.
- (b) “Firm” means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause-1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (d) “FQS” means Firm/ Firm’s Qualification Selection.
- (e) “Data Sheet” means such part of the Instructions to Firms used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “FBS” means Fixed Budget Selection.
- (h) “Government” means the Government of Pakistan.
- (i) “Instructions to Firms” (Section 2 of the RFP) means the document which provides Firms with all information needed to prepare their Proposals.
- (j) “Joint Venture” means a Firm which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Firm’s obligations under the Contract.
- (k) “LCS” means Least Cost Selection.
- (l) “Partner” means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (m) “Personnel” means qualified persons provided by the Firm and assigned to perform the Services or any part thereof; “International Personnel” means such qualified persons who are citizens of an eligible country; “National Personnel” means such qualified persons who are citizens of the Client’s country.
- (n) “Proposal” means a technical proposal or a financial proposal, or both.
- (o) “QBS” means Quality-Based Selection.
- (p) “QCBS” means Quality- and Cost-Based Selection.
- (q) “RFP” means this Request for Proposal.

- (r) “Services” means the work to be performed pursuant to the Contract.
- (s) “SSS” means Single Source Selection.
- (t) “Standard Electronic Means” includes facsimile and email transmissions.
- (u) “Sub-Firm” means any person or entity with whom the Firm associates for performance of any part of the Services and for whom the Firm is fully responsible.
- (v) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Firm, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm / organization (the Firm) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The interested Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Firms.
- 1.3 Firms should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Firms are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Firms should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Firms should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide at no cost to the Firms the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant data and reports.
- 1.5 Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.

Conflict of Interest

- 1.6.1 The conflict of interest is a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the applicable laws.

1.6.2 Without limitation on the generality of the foregoing, Firms shall not be recruited under the circumstances set forth below:

- (a) Conflict between activities and procurement of services: Firms or Sub-Firms that have been engaged by the Client to provide services for a project shall be disqualified from providing services related to such project. Conversely, a firm or individual firm hired to provide services for the preparation or implementation of a project shall be disqualified from subsequently providing services resulting from or directly related to the firm's or individual firm's services for such preparation or implementation.
- (b) Firms or individual firms shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm or individual. As an example, firms or individual firms hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and firms or individual firms assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, firms hired to prepare TOR for an assignment shall not be hired for the assignment in question.
- (c) Relationship with client's staff. Firms or Sub-Firms that have a business or family relationship with a client staff member or with a client's staff who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract, or (iii) supervision of such contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the recruitment process and the execution of the Contract.

1.6.3 Firms have an obligation to disclose to the Client any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.

1.6.4 No agency or current employees of the Client shall work as Firms under their own ministries, departments or agencies. When Firms nominate any government employees or agencies as Personnel in their technical proposal, such Personnel must have written approval from their government or employer, confirming that they will be on leave without pay from their official position and available to work full-time on the assignment for the period required by the assignment and any reasonable extension thereof. Such approval shall be provided to the client by the Firm invited to contract negotiations, prior to commencement of negotiations.

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| Origin of Goods and Services | 1.7 All services that may be provided under the Contract, shall have as their country of origin from client's country or any country except those which are subject to boycott in accordance with the laws of Islamic Republic of Pakistan. |
| Only one Proposal | 1.8 Firms may only submit one proposal. If a Firm (including a partner in any Joint Venture Sub-Firm, including individual experts) submits or participates in more than one proposal, such proposals shall be disqualified. |
| Proposal Validity | 1.9 The Data Sheet indicates how long Firm's Proposals must remain valid after the submission date. During this period, Firms shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Firms to extend the validity period of their proposals. Firms who do not agree have the right to refuse to extend the validity of their Proposals. |
| Eligibility of Sub-Firms and Partners of a Joint Venture | 1.10 In case a Firm intends to be the lead firm in an association with Sub - Firms, or, if the Firm is a Joint Venture, each Sub-Firm and Joint Venture Partner (and every individual expert) shall be a citizen or legal entity, as the case may be, of a country which are not subject to boycott in accordance with the laws of Islamic Republic of Pakistan. |
- 2.
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| Clarification of RFP Documents | 2.1 Firms may request a clarification of any of the RFP documents upto the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| Amendment of RFP Documents | 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
3. **Preparation of Proposals**
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| | 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Firms and the Client, shall be written in the English language. |
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**Association
Arrangements
and Joint
Ventures**

3.2 In preparing their Proposal, Firms are expected to examine in detail the documents comprising the RFP. Firms whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.

3.3 While preparing the Technical Proposal, Firms must give particular attention to the following:

- (i) For the purpose of submitting a proposal and subject to para.1.10 above, a Firm may enhance its expertise for the assignment either by:
 - (a) associating with firms, in which case the Firm shall be the lead firm and shall be solely liable under the Contract, or
 - (b) forming a Joint Venture with firms, in which case the Firm and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.

In the event that the Firm constitutes a Joint Venture, the Firm shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Firm.

(ii) A Firm cannot add or replace or otherwise change the composition of the Partners described in its Joint Venture Agreement. Such Joint Venture Agreement shall identify the lead or managing Partner.

(iii) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Proof of Legal
Status**

3.4 Prior to contract negotiations, the selected Firm will be required to submit its proof of legal status i.e., certificate of incorporation (or registration, in case of a partnership or joint venture) or any document required by the commercial laws of the country establishing the Firm's status to conduct or transact business as a legal entity.

**Technical
Proposal Format
and Content**

- 3.5 Depending on the nature of the assignment, Firms are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Bio data Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and maximum number of pages permitted for each type of Proposal. If the maximum number of pages is exceeded, a penalty of 5 percentage points will be applied for every page over the maximum page limit during evaluation of the Proposal. A page is considered to be one printed side of A4 or letter size paper.

Proposal Type Content	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Bio data Technical Proposal (BTP)
Experience of the Firm	(i) maximum three (3) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) maximum of twenty (20) pages of relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm's relevant experience. No promotional material should be included.	maximum ten (10) pages introducing the firm and associate firm(s) background and general experience. (Form TECH-2A) 04 Pages (Form TECH-2B) 06 pages	maximum three (3) pages introducing the firm and associate firm(s) background and general experience.
General approach and methodology, work plan	maximum fifty (50) pages inclusive of charts and diagrams (Form TECH-4).	maximum five (5) pages including charts and diagrams (Form TECH-4).	maximum five (5) pages including charts and diagrams (Form TECH-4).
Personnel schedule	Form TECH-7	Not required.	Form TECH-7
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).	maximum of three (3) page (Form TECH-3).	not required.
Experts' CVs	maximum of five (5) pages for each expert's CV using Form TECH-6.	Not required.	maximum of five (5) page CV for each expert using Form TECH-6.
Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).	--	Not required.
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-5	Not required.	

- 3.7
- (i) (a) [For FTP only:] a brief description of the Firms' organization and an outline of recent experience of the Firms and, in the case of Joint Venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub - Firms/ experts who participated, duration of the assignment, contract amount, and Firm's involvement. Information should be provided only for those assignments for which the Firm was legally contracted as a lead firm or as one of the major firms within a Joint Venture. Assignments completed by individual experts working privately or through other firms cannot be claimed as the experience of the Firm, or that of the Joint Venture partners or Sub-Firms, but can be claimed by the expert themselves in their CVs. Firms should be prepared to substantiate the claimed experience if so, requested by the Client.
 - (b) For STP information in para. 3.4(i)(a) is not required and Form TECH-2 of Section 3 shall not be used.
- (ii) (a) [For FTP only:] comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; (Form TECH-3, Section 3).
- (b) For STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology.
- (iii) (a) [For FTP and STP:] a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.

- (iv) For STP only: the description of the approach, methodology and work plan shall consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (v) The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information (Form TECH-5 of Section 3).
- (vi) Estimates of the expert and / or specialist input (person-months of international and national personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The person-months input should be indicated separately for home office and field activities, and for international and national personnel.
- (vii) CVs of the experts signed by the experts themselves or by the authorized representative submitting the proposal (Form TECH-6 of Section 3). Should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to the Client prior to commencement of contract negotiations.
- (viii) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details under any selection method, except CQS and SSS, will be declared non responsive.

Financial Proposals

- 3.8
- (i) The Firm shall submit a hard copy of the Financial Proposal using the attached standard forms (Section 4). The Client shall read the Hard Copy during the public opening of Financial Proposals.
 - (ii) It is the Firm's responsibility to ensure that the correct Financial Proposal format is used for the selected method indicated in the Data Sheet.
 - (iii) The Financial Proposal requires completion of the six forms FIN-1 to FIN-6 shown in Section 4.

- a. Form FIN-1 is the Financial Proposal Submission Form.
- b. Form FIN-2 summarizes the proposed cost(s) by currency(ies). Remuneration is divided into billing rates for international and national experts; reimbursable expenses are divided into per diem rates for international and national experts and costs for other reimbursable expenses items required to perform the Services, as indicated in the Data Sheet. When QCBS is used, the Data Sheet will specify either an estimated budget or a maximum budget [see 5.6(iii)-(iv)]:
 - 1. For estimated budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **may** exceed the estimated budget for the assignment;
 - 2. For maximum budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **cannot** exceed the maximum budget for the assignment, and if it does, this will result in disqualification of such financial proposal.
- c. Forms FIN-3 and FIN-4 show the remuneration. FIN-4 shows the remuneration details and shall only be used when CQS, QBS or SSS method is used.
- d. FIN-5 shows details of *reimbursable* expenses.
- e. Form FIN-6 is the integrity pact. The Firm shall sign and stamp the Integrity Pact for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.
- f. The amounts stated under provisional sums and for contingency in FIN-2 must be the exact amounts and in the same currency as specified in the Data Sheet for such cost and are included within the maximum budget for the assignment specified in the Data Sheet. The exact amounts of provisional sums and contingency, the applicable payment schedule and the currency of payments will be determined during contract negotiations.
- g. All activities and items described in the Technical Proposal shall be assumed to be included in the price of Financial Proposal.

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| Taxes | <p>3.9 The Firm may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident International Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Firm is subject to payment of any local taxes. Any such amounts of taxes shall be excluded from the Financial Proposal as they will not be evaluated.</p> <p>3.10 Firms may express the price of their services in a maximum of three internationally traded currencies, singly or in combination. The Client may require Firms to state the portion of their price representing local cost in the national currency if so, indicated in the Data Sheet.</p> |
| Fees, Gratuities and Currencies | <p>3.11 Fees, gratuities, rebates, gifts, commissions or other payments, if any, paid or to be paid by Firms and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.</p> |
| 4. Submission, Receipt, and Opening of Proposals | <p>4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or over writing, except as necessary to correct errors made by the Firms themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3 and FIN-1 of Section 4, respectively, including required attachments, if any. [See para. 3.3(i) above.]</p> <p>4.2 An authorized representative of the Firms shall initial all pages of Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked “ORIGINAL”</p> <p>4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal, in the case of FBS, LCS and QCBS, shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE <i>[insert the time and date of the submission deadline indicated in the Data Sheet]</i>”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for</p> |

Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, for FBS, LCS and QCBS, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
 - 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. For FBS, LCS and QCBS methods, the envelopes with the Financial Proposal shall remain sealed and securely stored.
 - 4.7 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firms' Proposal.
 - 4.8 For FBS, LCS and QCBS methods, the evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 5. Evaluation of Technical Proposals**
- 5.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and rating system specified in the Data Sheet in terms of the Summary and Personnel Evaluation Criteria detailed in the Appendix thereto. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score, if any, indicated in the Data Sheet.
- Financial Proposals for CQS, QBS, and SSS**
- 5.2 Following the ranking of Technical Proposals, when selection is based on CQS, QBS and SSS methods, the first ranked Firm is invited to negotiate its Financial Proposal and the Contract in accordance with the instructions given under para.6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS and LCS)**
- 5.3 In the case of FBS, LCS and QCBS, after the technical evaluation is completed, the Client shall notify those Firms whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify to Firms in writing that have secured the

minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet; the opening date should allow Firms sufficient time to make arrangements for attending the opening. Firms' attendance at the opening of Financial Proposals is optional.

**Opening and
Evaluation of
Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 5.4 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms, and the technical scores of the Firms shall be read aloud. The Financial Proposal of the Firms who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The Client's representative will provide attendees with details of applicable currency exchange rate which will be used during evaluation of Financial Proposals. The source for determining the exchange rates will be indicated in the Data Sheet.
- 5.5 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals under FBS, LCS and QCBS methods, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Firm, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
- (i) complete (i.e., whether Firms have priced all items of the corresponding Technical Proposal); if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums). The ETP will be converted to local currency (Pak Rs.) using the exchange rate announced during the public opening of Financial Proposals dealt with in para. 5.4.
 - (ii) In compliance with the requirements set forth in the Data Sheet, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Firms' proposals must accord with the validity period indicated in the Data Sheet. Provision for a discount in any Financial Proposal is not permissible and the ETP for each Financial Proposal will be determined without applying any discount.

5.6 When the QCBS method is used:

- (i) to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in para 5.6, and an ETP in Pak Rs. will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$Sf = 1,000 \times Fm / F \quad \text{where:}$$

Sf is the financial score of the Financial Proposal being evaluated,

Fm is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

- (ii) Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the data sheet (i.e., 90%:10%, 80%:20%, or 70%:30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Firm. After such final ranking, the first-ranked Firms will be invited for contract negotiations.
- (iii) If a maximum budget is specified in the Data Sheet, Financial Proposals must be within such maximum budget. If any proposal exceeds such maximum budget, such proposal will be held non-responsive and be given a zero score. In such cases, if the firm submitting a Financial Proposal exceeding the maximum budget still obtains the highest combined score in final ranking, this winning firm will be advised, as a condition of contract negotiations, to reduce the Financial Proposal to the maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates.)
- (iv) If an estimated budget is specified in the Data Sheet, a Financial Proposal may exceed such estimated budget, if considered necessary by the firm submitting the financial proposal. In such cases, if the firm submitting a Financial Proposal exceeding the estimated budget still obtains the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiations, to reduce the Financial Proposal to such maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates).

5.7 When the FBS method is used:

- (i) the Client will select the Firm that submitted the highest ranked Technical Proposal within the budget specified in the Data Sheets.
- (ii) Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.

5.8 When the LCS method is used:

- (i) the Client will select the lowest Financial Proposal of a Firm specified in the Data Sheet.
- (ii) Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.

6. Negotiations

- 6.1 Subject to Clause 2.2, negotiations will be held at the date and address indicated in the Data Sheet. The invited Firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Firm. Representatives conducting negotiations on behalf of the Firm must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Firm to improve the TOR. The Client and the Firms will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Firm.

Financial negotiations

- 6.3
- (i) **When CQS, QBS, or SSS method is used**, the financial negotiations will include a detailed review of all the Firm’s proposed costs including a review of all documentation provided by the Firm in support of proposed costs. In particular, the Firms shall provide full details of the remuneration of all nominated experts, according to Section 4 – Financial Proposal - Standard Forms of this RFP, including the information required in Form FIN-4.
 - (ii) **When FBS, LCS or QCBS method is used**, the financial negotiations will, as necessary, fine-tune duration of the expert’s inputs and quantities of out-of-pocket expenditure items that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The details of expert remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations.

- (iii) **For QCBS** where the Financial Proposal of the first-ranked firm is substantially higher than any maximum or estimated budget specified in the Data sheet, the Client reserves the right to invite the next-ranked firm to negotiate, if negotiations with such first ranked firm do not result in an acceptable contract having due regard to the inputs and scope of work required under the TOR (see 5.6 (iii)-(iv)).²
- Availability of Personnel** 6.4 Having selected the Firm on the basis of, among other things, an evaluation of proposed personnel, the Client expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Client will require assurances that the personnel will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. The Client may also request the replacement of any expert nominated by the invited firm who receives a rating below 70% (average) or is deemed to be unsuitable for a proposed position. In the event that the Client requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal except where the method of selection is CQS, QBS, or SSS, where the rate of remuneration will be based on supporting documentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Firm within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.
- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Firm will initial the agreed Contract. If negotiations fail, the Client will invite the Firm whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract** 7.1 After completing negotiations, the Client shall award the Contract to the selected Firm and notify the other Firms who could have been invited to negotiate a Contract that they were unsuccessful. When FBS, LCS or QCBS is used, after Contract signature the Client shall return the unopened Financial Proposals to the firms whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- 7.2 The Firm is expected to commence the Services on the date and at the location specified in the Data Sheet.

² Proposed unit rates for remuneration shall not be altered since the unit rate cost has been a factor in the selection process.

I. Instructions to Firms
(A) DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: <u>Water and Power Development Authority (WAPDA)</u></p> <p>Method of Selection: Quality and Cost-Based Selection (QCBS 80:20) Method</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <u>Yes</u></p> <p><i>CONDUCTING OF SCREENING TEST (COMPUTER / PAPER BASED TEST) FOR RECRUITMENT OF EMPLOYEES UNDER WAPDA (BPS-06 TO 18) OF DIFFERENT CATEGORIES / DISCIPLINES</i></p>
1.3	A pre-proposal conference will be held: <u>(If required)</u>
1.4	Not Applicable
1.9	Proposals must remain valid upto 120-days after the submission date.
2.1	<p>Clarifications may be requested not later than <u>7 days</u> before the submission date.</p> <p>The address for requesting clarifications is: Director General (Recruitment) WAPDA 205 - WAPDA House, Lahore. Ph: +92-42-99200483 Email: dgrectt@wapda.gov.pk</p>
3.6	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Form TECH-2A: 04 Pages</p> <p>Form TECH-2B: 01 Page for each experience</p> <p>Form TECH-3: 03 Pages</p> <p>Form TECH-4: 05 Pages</p>
3.8 (iii) b, c, d, e, f	Not Applicable
3.10	Firm to state Screening Test Fee in local currency: <u>Yes</u>
4.3	Firm must submit the original and <u>two</u> copies of the Technical Proposal and the original of the Financial Proposal under sealed covers separately.
4.4	Financial Proposal to be submitted in sealed envelope: <u>Yes</u>

4.5	<p>Firm must submit the original and two copies of the Technical Proposal, and the original Financial Proposal at the following address:</p> <p>Director General (Recruitment) WAPDA 205-WAPDA House, Lahore. Ph: +92-42-99200483 Email: dgrectt@wapda.gov.pk</p> <p>Proposals must be submitted not later than the following date and time: <u>Date: 14.04.2025</u> <u>Time: 1100 hrs</u> <u>The Technical Proposals shall be opened on the same day at 1130 Hrs.</u></p>
5.1	<p>Criteria, Sub-Criteria, and point system for the evaluation of Technical Proposals are those indicated in the Evaluation Sheet listed in Appendix. 'I' at page 2.1-4</p> <p>Sub Criteria: As provided at page 2.1-5 to 6.</p> <p>The minimum technical score required to qualify is 70%.</p>

5.3	<p>Expected date for public opening of Financial Proposal is: <u>05.05.2025 at 1100 Hrs.</u></p> <p><u>O/O Director General (Recruitment) WAPDA</u> 205-WAPDA House, Lahore, Pakistan</p>
5.4	Not Applicable
5.6	<p>Quality-Cost ratio 80:20</p> <p>In case of QCBS the formula for determining the financial score is as under:-</p> <p>The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal will be computed as follows:</p> $Sf = 100 \times Fm / F \text{ where:}$ <p>Sf is the financial score of the Financial Proposal being evaluated, Fm is the lowest priced Financial Proposal, F is the Financial Proposal under consideration.</p> <p>The weightage given to the Technical and Financial Proposals are 80:20 respectively.</p>
6.1	<p>Expected date and address for contract negotiations will be conveyed accordingly.</p> <p><u>O/o Director General (Recruitment) WAPDA</u> 205-WAPDA House, Lahore, Pakistan</p>
7.2	<p>Expected date for commencement of services</p> <p>Date: When Recruitment Assignment will be given by Client.</p> <p>Location: Will be decided by the Client on case to case base, however assignment may take place at major Cities/Districts of the country.</p>

B - APPENDIX-I**Evaluation Sheet to be used for the evaluation of Technical Proposals**

Summary Evaluation Sheet (Appendix-I)

Main Evaluation Criteria

Sr. No.	Technical Experience	Max Weightage
A.	Experience	50
	i) No. of Candidates	20
	ii) Center capacity to hold examination	15
	iii) No. of Centers where the tests / exams were conducted	05
	iv) Location where the tests / exams were conducted	10
B.	Financial Soundness	20
C.	Manpower Strength (No. of Permanent Officers)	10
D.	Demonstration	20
Total Marks		100

2. Sub Criteria Calculations

Certificate of No Leakage / Delay by Firm (mandatory).

Firm / JV will provide certificate of performance about the previous written test / examination that no leakage or any other complaint / delay has occurred during the performance of services. Firm / JV involved in such practice, if found (before / after award of contract) may lead to its disqualification from procurement process / termination of contract.

A. Experience (50 Marks)

i) No. of Candidates (4 Marks for each Event of Written Test / Exam (4 x 5=20)

Firm / JV should have experience of conducting at least 5 event of written tests / examination. Details alongwith certificate of satisfactory completion of the contract from client will be provided. Each experience shall be marked in accordance with following no. of candidates / participants:

> 5000	100%
4001-5000	90%
3001-4000	80%
2001-3000	70%
1001-2000	60%
< 1000	50%

ii) Center Capacity to hold Written Test / Examination (15 Marks)

1000 candidates	100%
> 500	80%
≥ 300	50%

iii) No. of Centers where the Written Tests / Exams were conducted (05 Marks)

> 30	100%
25-29	90%
20-24	80%
15-19	70%
10-14	60%
< 10	50%

iv) Location where the Written Tests / Exams were conducted (10 Marks)

All Provinces inclusive of Capital / AJK / GB	100%
4 Provinces	80%
3 Provinces	70%
2 Provinces	60%
1 Province	50%

B) Financial Soundness (20 marks)**Average Annual Revenue of last 3 years**

Above Rs.30 Million	100%
Rs.25.1-30 Million	90%
Rs.20.1-25 Million	80%
Rs.15.1-20 Million	70%
Rs.10.1-15 Million	60%
Minimum 10 Million	50%

C) Manpower Strength (10 marks)**No. of Permanent Officers**

> 50	100%
41-50	90%
31-40	80%
21-30	70%
11-20	60%
< 10	50%

D) Demonstration (20 marks)

Presentation regarding overview of the organization and demonstrate the capacity to undertake paper based as well as computer-based tests of general / specific assessment across the country.

Section 3. Technical Proposal - Standard Forms

Refer to Clause 3.6 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.6 of Section 2 of the RFP for Standard Forms required and number of pages permitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Firm's Organization and Experience

A Firm's Organization

B Firm's Experience

TECH-3 Comments or Suggestions on the Terms of Reference

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed¹ under a separate envelope.²

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or sub-Firm].³ Attached is the following documentation: [Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]

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 also accept/acknowledge the evaluation criteria given in Summary Evaluation Sheet.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 1.9 of the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Clause Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ If FBS, LCS or QCBS.

² [In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

³ [Delete in case no association or Joint Venture is proposed.]

FORM TECH-2A FIRM'S ORGANIZATION AND EXPERIENCE

A - Firm's Organization

[Provide here a brief (four pages) description of the background.]

FORM TECH-2B FIRM'S ORGANIZATION AND EXPERIENCE

B - Firm's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment. (Provide information for 5 assignments).

Assignment name:	Total number of Candidates;
National/Regional:	Duration of assignment (days):
Name of Client:	Total No. Centers:
Address:	Location of Centers in which test conducted i) Punjab; ii) Sindh; iii) Khyber Pakhtunkhwa; iv) Baluchistan and; v) Azad Jammu & Kashmir; and vi) Gilgit Baltistan
Start date (month/year): Completion date (month/year):	No. of Staff deployed for the assignment
Name of associated Firms/ Department/Organization, if any:	Minimum Level of Examination / Test conducted Provincial Capital Division Level District Level
Narrative description of Services	
Description of actual services provided by your staff within the assignment:	

Firm's Name _____

Note: All the information must be supported with Employer / Client Certificate.

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE** *(three pages)*

On the Terms of Reference

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

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK**PLAN FOR PERFORMING THE ASSIGNMENT***(five pages)*

- a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services and methodology for carrying out the activities. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones*
- c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Forms FIN-1, and FIN-6 are to be used whatever is the selection method.

FIN-1 Financial Proposal Submission Form

FIN-6 Integrity Pact

I. FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir:

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

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 Clause Reference 1.12 of the Data Sheet.

Fees, gratuities, rebates, gifts, commissions or other payments paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:¹

Name and Address of Agents/Firm	Amount and Currency (Lump Sum)
_____	_____
_____	_____
_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

The firm can quote the financial costs for the said assignment as under:-

Cost Per Candidate: *Rs.-in figures----(Rs in words-----) charging of fee per candidate from the candidate.

Note: Firm selected for examination shall be entitled to charge it's all expenditures to be incurred for conducting examination from applicants as per quoted above. WAPDA shall not pay any cost for this assignment.

¹ If applicable, replace this paragraph with: "No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal"

FORM FIN-6
(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS
IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [*name of firm/Joint Venture Partner*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of firm/Joint Venture Partner*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, firm, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[*name of firm/Joint Venture Partner*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*name of firm/Joint Venture Partner*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [*name of Supplier*] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*name of firm/Joint Venture Partner*] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Client:
Signature:
[Seal]

Name of firm/Joint Venture Partner:
Signature:
[Seal]

¹ The Firm shall sign and stamp the Integrity Pact for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

Section 5. Terms of Reference

TERMS OF REFERENCE (TOR) FOR OUTSOURCING OF SCREENING TEST (COMPUTER / PAPER BASED TEST) FOR RECRUITMENT OF EMPLOYEES UNDER WAPDA (BPS-06 TO 18) OF DIFFERENT CATEGORIES / DISCIPLINES

1. Introduction

Water and Power Development Authority (WAPDA) is responsible for development of Hydel projects to cater for energy requirements of the country as per its mandate. Water and Power Development Authority (WAPDA) wants to hire a firm which may conduct written test / examination for WAPDA at its own resources for recruitment in BPS-6 to 18.

Scope of Work (Overall)

1. The work shall include receipt of on-line applications, handling and processing, preparing database of the applicants, short listing of the applicants as per criteria advertised and sharing the lists of eligible and ineligible candidates with WAPDA by clearly mentioning the reasons of ineligibility, managing test centers throughout Pakistan, generation, printing and issuance of Roll No. slips (admission cards) to eligible candidates, preparation of question papers, conduct of examination, result processing and announcement by maintaining secrecy and accuracy, through OMR arrangements by the Firm. The result / merit list will be communicated to WAPDA both in consolidated form and province wise as per format to be approved by WAPDA (within defined time line) both in hard and soft forms.
2. The whole process from advertisement of the posts to preparation of merit list / result and communication thereof to WAPDA should take **6 to 7 weeks** for a particular recruitment case.
3. The Firm will also be responsible to respond and to bear all liabilities if the process is challenged by any one in any forum/court of law.

Advertisement

The advertisement for the vacancies will be issued by WAPDA. Applications will be received on-line by the Firm.

Duration of Contract

Duration of contract will be **one year** (extendable with mutual consent of both the parties).

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 WAPDA. This database will be classified information and will not be used for any purpose other than for WAPDA.
- iii. The firm must have the ability to process above 5,000 or more applications for recruitment of different categories at a single time.
- 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 appear in the examination against a particular position however information provided by the applicant will be crossed check with documentary evidence.
- vi. The Firm will ensure a mechanism that applicants may track their applications and may know the updated status.
- vii. The screening of the applications will be made by the Firm as per WAPDA provided guidelines and generate the candidates list with ‘Eligible’, ‘Ineligible’.
- viii. The Firm will send the lists of Eligible and Ineligible candidates immediately after closing dates to WAPDA clearly mentioning the grounds of being not eligible.

Pre Test Tasks

- i. The firm will issue Roll No. / ID No. to the eligible candidates atleast 07 days before the date of written test.
- ii. The authorized representatives of the firm will ensure that only authorized candidates enter into examination halls.
- iii. The authorized security personnel of the firm will ensure that no mob gathers near the examination halls / centers.
- iv. The firm will seek assistance of local police authorities in case of emergency condition (also in sub clause iii above).
- v. 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.
- vi. The firm must have a pool of experts from diverse disciplines and must have expertise for setting of question papers observing strict confidentiality.

- vii. The firm will develop guidelines for candidates which shall include a sample paper for written test (MCQs based) for various posts and be placed on its website.
- viii. The written test will be based on the qualification as mentioned in the advertisement.
- ix. The firm will set and print 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.
- x. The firm will also design OMR answer sheets for each set of question paper and print OMR answer sheets with provision for carbonless copy.
- xi. 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.
- xii. The applicant 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.

Conduct of Examination (In Multiple cities)

- i. The firm will arrange Test Centers so that all eligible candidates are adjusted comfortably.
- ii. The firm shall print Center-wise, Roll No. wise, Name wise list of eligible applicants.
- iii. The firm will also take attendance sheets from each centre.
- iv. The firm shall send lists so prepared at ii and iii above to WAPDA one day after conducting the test.
- v. The firm shall deploy centre superintendent, invigilators and other staff at each Centre.
- vi. The firm shall make pre-defined centre seating arrangement (roll no. wise) with adequate distance between the candidates.
- vii. The firm shall print and display instructions for candidates at each test centers at prominent places.
- viii. 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, centre superintendent and authorized officers shall be responsibility of the firm. The answer sheets should be in duplicate.
- ix. In case of on-line examination, conduct of on-line examination, arrangements of centers and preparation of question bank & processing of results & other associated activities shall be responsibility of the firm.

Post Test Requirements

- i. The authorized representatives of the firm will collect answer sheets from the candidates at each centre and ensure that attendance sheet and number of answer sheets match.
- ii. The bundles of answer sheets will be sealed as per criteria laid down by the firm.
- iii. The firm shall deliver answer sheet bundles to authorized representatives of the firm.
- iv. 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 centre wise attendance sheet to be prepared.
- v. Pre-validate all the answer sheets before scanning
- vi. Double scanning of answer sheets
- vii. Identification of double marking and other errors, highlighted by OMR machine.
- viii. Answer Database to be compared with correct answers to give the score for each applicant.
- ix. Perform manual counter checking of results randomly.
- x. Generate checklist of error records and absentees.
- xi. Final processing of answer data.
- xii. Generation of merit list of candidates for each category as per the guidelines received from WAPDA.
- xiii. The firm shall maintain record of screening tests and it shall be shared with WAPDA on need basis.

SECTION-6

AGREEMENT

PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY (WAPDA)

AGREEMENT

**ARRANGING & CONDUCTING COMPUTER BASED TEST (CBT) & PAPER BASED TEST (PBT)
AGAINST THE POSTS (BPS-06 TO 18) OF DIFFERENT CATEGORIES / DISCIPLINES**

(Month) (Year)

Between Water and Power Development Authority

& _____

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NON-CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the “Agreement”), is entered into on this ____ **day of**, ____ between **Water and Power Development Authority (WAPDA)** (herein referred to as the “Client”) of the first part; and _____ (herein referred to as “Firm”), of the second part.

The Parties hereto agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

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 Firm for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms & conditions thereof shall be mutually agreed between the Client and the Firm with prior written notice to the Client as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Firm

- The Firm shall perform Services as an independent Firm in accordance with recognized international standards, applicable laws and regulations.
- The Firm shall appoint a Project Manager (Authorized Representatives) named in Appendix D who shall represent the Firm for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Firm.
- The Firm shall carry out the Services with due diligence & efficiency and in conformity with sound test conducting practices.
- The Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- The Firm shall furnish the Client such information relating to the Services as and when the Client may from time to time request.
- Except with the prior written approval of the Client, the Firm shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Firm or sub-contractor to perform any part of the Services.
- The Firm agrees that no proprietary and confidential information received by the Firm from the Client shall be disclosed to a third party unless the Firm receives a written permission from the Client to do so.

4.2 **Obligations of the Client**

The Client shall provide to the Firm:

- All necessary data/documents/reports as listed in Appendix A, that may be required by the Firm for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Firm.

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

The remuneration for Services rendered by the Firm and the mode of payment shall be as described in the attached Appendix-C.

6. **ARTICLE 6: ADDITIONAL SERVICES**

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

7. **ARTICLE 7: TERMINATION**

The agreement shall terminate, when the Services have been completed as agreed under Terms of Reference, or any party may terminate by a written notice of 30 days duly served from either side.

8. **ARTICLE 8: FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome. If either Party

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

9. ARTICLE 9: RESOLUTION OF DISPUTES

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

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: FULL DISCLOSURE

No information furnished by or on behalf of the Firm to client or its representatives in connection with this Agreement is false or misleading. In connection with such information and with this agreement, the Firm has not made any untrue statement of financial or material facts or omitted to state a fact necessary in order to make the execution of the agreement.

12. ARTICLE 12: PERFORMANCE OF AGREEMENT

The Firm shall duly perform and comply with all covenants and obligations contained in this agreement or any other document required to be performed or complied with.

13. ARTICLE 13: OTHER PARTIES

Nothing contained in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties to this Agreement and their successors and permitted, assigns, any right, remedy or claim under or in respect of this Agreement or any term or condition contained in this Agreement.

14. ARTICLE 14: BREACH OF TRUST

Whenever the Firm commits any breach of trust with gross violation of established terms and conditions under this agreement and not in consonance with the objectives of work assigned as per the TOR's, the Firm will be liable to Client for damages.

15. ARTICLE 15: DUE DILIGENCE

The Firm is solely responsible for its own due diligence and investigation of the client and its purpose of work needed.

16. ARTICLE 16: TITLE OF NAME, ENCUMBRANCE

The Firm has good marketable title to all its assets and name/s and free and clear of any payment obligation to any third party or any other lien or encumbrance.

17. ARTICLE 17: CLAIMS AND LEGAL PROCEEDINGS

The Firm has no claims pending or to its knowledge, threatened against the Firm before any Governmental Body or Non - Governmental Body, Commission, Board, Bureau, Agency or instrumentality or any other person. There are no outstanding or unjustified judgments, orders, decrees or stipulations to which the Firm is a party.

18. ARTICLE 18: COMPLIANCE WITH LAWS

The Firm is and has been in compliance with all Laws, Statutes, Rules, Ordinances and Regulations promulgated by any Governmental Body.

19. ARTICLE 19: 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.

20. ARTICLE 20: 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 The Pakistan WAPDA through
Director General (Recruitment) WAPDA,
205-WAPDA House, Lahore.

To: The Firm _____

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

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

FOR AND ON BEHALF OF
(The Firm)

FOR AND ON BEHALF OF
(The Client)

Signed by: -----

Signed by: -----

Designation: -----

Designation: -----

Witness 1:

Witness 2:

Name:

Name:

CNIC:

CNIC:

Signature:

Signature:

APPENDIX A

THE PROJECT

&

SCOPE OF SERVICES

A-1 THE PROJECT

(Refer Article 1 hereof)

NAME OF SERVICES: ARRANGING & CONDUCTING COMPUTER BASED TEST (CBT) & PAPER BASED TEST (PBT) AGAINST THE POSTS (BPS-06 TO 18) OF DIFFERENT CATEGORIES / DISCIPLINES

A-2 SCOPE OF SERVICES

TERMS OF REFERENCE (TOR) FOR ARRANGING & CONDUCTING COMPUTER BASED TEST (CBT) & PAPER BASED TEST (PBT) AGAINST THE POSTS (BPS-06 TO 18) OF DIFFERENT CATEGORIES / DISCIPLINES

Introduction:

The Pakistan Water and Power Development Authority (WAPDA) is responsible for development of Hydel projects to cater for energy requirements of the country as per its mandate. WAPDA intends to hire a firm which may conduct screening test (CBT / PBT) at its own resources for recruitment in BPS-6 to 18.

Scope of Work (Overall):

The work shall include the following:

- a. Receipt of online applications, handling and processing, preparing database of the applicants.
- b. Shortlisting of the applicants as per criteria advertised and sharing the lists of eligible & ineligible candidates with WAPDA by clearly mentioning the reasons of ineligibility, managing test centers throughout Pakistan.
- c. Generation, printing and issuance of Roll No. slips (admission cards) to eligible candidates.
- d. Preparation of question papers as per criteria defined by WAPDA.
- e. **Arranging & conducting computer based (online) / paper based screening test for different categories of posts (BPS-17 & 18) as per requirement of the client and paper based screening test for different categories of posts (BPS-6 to 16).**
- f. Processing and announcement of result by maintaining secrecy and accuracy, through OMR arrangements by the Firm. The result / merit list shall be communicated to WAPDA in hard and soft forms **within two week** of conduct of exam, both in consolidated form and province wise as per format approved by WAPDA.
- g. The whole process from advertisement of the posts to preparation of merit list / result and communication thereof to WAPDA should take **6 to 7 weeks** for every individual case.
- h. The Firm will also be responsible to respond and to bear all liabilities if the process is challenged by any one at any forum / court of law.

Advertisement:

The advertisement for the vacancies will be issued by WAPDA. Applications will be received online by the Firm.

Applications Handling:

- i. The Firm shall receive applications directly from candidates and perform pre-screening for shortlisting the “Eligible Candidates” as per eligibility criteria laid down in the advertisement.
- ii. Incomplete applications shall not be entertained. General criteria for “Not Eligible Candidates” is as follows:
 - a. Overage / Underage as on closing date.
 - b. Result waiting for the academic qualification required for the post.
 - c. Having irrelevant / less academic qualification and irrelevant / less experience, if required.
 - d. Irrelevant domicile.
 - e. Not having required professional affiliation / registration.

- iii. 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.
- iv. The firm shall develop a valid and reliable database for maintaining the record of all applicants against advertised posts and shall ensure the minimum fields of the database as determined by WAPDA. This database shall be classified information and shall not be used for any purpose other than for WAPDA.
- v. The firm must have the ability to process above 5,000 or more applications for recruitment of different categories at a single time.
- vi. The Firm shall 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.
- vii. The Firm shall ensure a mechanism that only eligible candidates are able to appear in the examination against a particular position and information provided by the applicant will be crossed check with documentary evidence by the Firm.
- viii. Scrutiny of applications shall be done by the Firm strictly as per eligibility criteria mentioned in the advertisement i.e. prescribed qualification, experience, age etc.
- ix. The Firm shall upload the list of eligible candidates on its website after pre-screening. The list of ineligible shall also be uploaded by the Firm on its website citing the reasons for their ineligibility.
- x. The Firm shall ensure a mechanism that applicants may track their applications and may know the updated status.
- xi. The Firm shall send the lists of Eligible and Ineligible candidates immediately after closing date of the advertisement to WAPDA clearly mentioning the grounds of being not eligible.
- xii. The Firm shall enter all information available on the application forms of the candidates in the database and will provide to WAPDA.

Pre Test Tasks:

- i. The firm shall ensure a transparent and foolproof system of conducting and evaluating the screening test.
- ii. The firm shall send the screening test schedule containing complete details to WAPDA one week before the exam date.
- iii. The firm shall issue Roll No. slips to eligible candidates at least one week before the exam date. Roll No. slips shall contain post name, candidate’s picture, test date & time, venue and compulsory instructions.

- i. The authorized representatives of the firm shall ensure proper verification of candidate's identity so that only authorized candidates enter into examination halls.
- ii. The firm shall ensure strict physical checking of candidates' w.r.t. mobile phones and other electronic gadgets at test centres & examination halls. Female invigilators shall also be deputed for checking of female candidates.
- iii. The authorized security personnel of the firm shall ensure that no mob gathers near the examination halls / centers.
- iv. The firm shall seek assistance of local police authorities in case of any kind of emergency condition.
- v. **The firm shall arrange test centers / examination halls and fully equipped computer labs for computer based and paper based exam through its own resources and shall ensure all types of arrangements for the smooth holding of tests viz security, arrangement of invigilators, drinking water and other facilities.**
- vi. The firm must have a pool of experts from diverse disciplines and must have the expertise for setting of question papers observing strict confidentiality.
- vii. The firm shall design an objective type screening test based on the qualification mentioned in the advertisement giving due weightage each to Islamic Studies, Pakistan Studies, English, General Knowledge and the Subject relevant to the job as defined by WAPDA.
- viii. The weightage of contents for written tests for each post shall be displayed by the firm on its website.
- ix. The firm shall set and print 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.
- x. The responsibility of secured printing and confidentiality of question paper shall be of the firm.
- xi. The firm shall also design OMR answer sheets for each set of question paper and print OMR answer sheets.
- xii. The firm shall 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 Firm shall 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.

Conduct of Examination (In Multiple cities):

- i. The firm shall arrange multiple test centers so that all eligible candidates are adjusted comfortably.
- ii. The firm shall print Center-wise, Roll No. wise, Name wise list of eligible applicants.
- iii. The firm shall also take attendance sheets from each centre.
- iv. The firm shall send lists so prepared at ii and iii above to WAPDA one day after conducting the test.
- v. The firm shall deploy centre superintendents, invigilators and other staff at each Centre.
- vi. The firm shall make pre-defined centre seating arrangement (roll no. wise) with adequate distance between the candidates.
- vii. The firm shall print and display instructions for candidates at each test centers at prominent places.
- viii. **The Firm shall conduct computer based (online) / paper based screening test for different categories of posts (BPS-17 & 18) as per requirement of the client and paper based screening test for different categories of posts (BPS-6 to 16).**
- ix. 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, centre superintendent and authorized officers shall be responsibility of the firm. The answer sheets should be in duplicate.
- x. **The Client will depute representatives for monitoring of screening tests being conducted by the Firm at designated centres. The authorized representatives will be paid daily allowance by the Firm.**

Post Test Requirements:

- i. The authorized representatives of the firm will collect answer sheets from the candidates at each centre and ensure that attendance sheet and number of answer sheets match.
- ii. The bundles of answer sheets will be sealed as per criteria laid down by the firm.
- iii. The firm shall deliver answer sheet bundles to authorized representatives of the firm.
- iv. The authorized representatives of the firm will open sealed answer sheets and tallying with attendance sheets to ascertain absentees' data. A report along with centre-wise attendance sheet to be prepared.
- v. Pre-validate all the answer sheets before scanning.
- vi. Double scanning of answer sheets.
- vii. Identification of double marking and other errors, highlighted by OMR machine.

- viii. Answer Database to be compared with correct answers to give the score for each candidate.
- ix. Perform manual counter checking of results randomly.
- x. Generate checklist of error records and absentees.
- xi. Final processing of answer data.
- xii. Generation of merit list of candidates for each category as per the guidelines received from WAPDA.
- xiii. Results will be prepared by the firm and it shall be handed over to WAPDA as a signed document in hard & soft form **within 14 days of conduct of test**. The application forms of the candidates shall also be provided along with results.
- xiv. In case of any conflict between the parties, the issue will be resolved in a joint meeting between their representatives.
- xv. In case of any litigation / court case in respect of firm regarding screening test i.e. shortlisting of candidates, paper checking and marks etc. the whole responsibility of its defense in the Court of Law will be of Firm.
- xvi. Preparation of list of those candidates whose results remained unprocessed due to wrong filling of CNIC No., Roll no., question book color etc. or use of unfair practices during the conduct of exam.
- xvii. The firm shall maintain record of screening tests and it shall be shared with WAPDA on need basis.

A-3 DATA / DOCUMENTS / REPORTS

- i) List of Eligible Candidates.
- ii) List of Ineligible Candidates (with reasons).
- iii) Detail of candidates (post-wise & centre-wise)
- iv) List of candidates whose results remained unprocessed (with reasons).
- v) Complete result sheets along with application forms of the candidates.

APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services

The date on which this Agreement shall come into effect is the date when the Agreement is signed by both the parties.

B-2 Time Schedule of Services

Duration of Services – one year from the date of signing of agreement (extendable with mutual consent of both the parties).

APPENDIX C**REMUNERATION FOR SERVICES**

Rate: Rs. _____ per applicant as proposed by the firm and agreed by the Client

_____ shall be entitled to charge Rs. _____ / applicant in advance from the applicants as its expenditures to be incurred for conducting screening test. WAPDA shall not pay any cost to the Firm for this assignment.

C-1 Total Remuneration

Not applicable

C-2 Advance Payment

Not applicable

C-3 Schedule of Payments

The candidate shall pay his / her examination fee @ Rs.- _____ at the time of submission of online application.

C-4 Delayed Payment

Not applicable

APPENDIX D**SPECIAL CONDITIONS**

D-1	REPRESENTATIVE OF THE FIRM _____ _____	(Refer Article 4.1)
D-2	REPRESENTATIVE OF THE CLIENT DG (Recruitment) WAPDA 205-WAPDA House Lahore Ph: +92-42-99205807 Email: dgrectt@wapda.gov.pk	(Refer Article 4.2)
D-3	VENUE OF ARBITRATION Lahore, Pakistan	(Refer Article 9)
D-4	LOCATION OF THE COURTS Having Jurisdiction in Lahore	(Refer Article 10)