

Government of Pakistan  
Ministry of Information Technology and Telecommunication

**DIGITAL PAKISTAN**

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F. No.2-7/2015-Admn

Islamabad, the 31<sup>st</sup> December, 2021

**OFFICE MEMORANDUM**

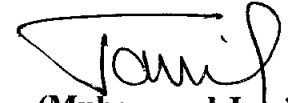
Subject: **PUBLICATION OF ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)**

The undersigned is directed to enclose herewith advertisement for publication in the National Newspapers as per information given below:

- |                             |  |
|-----------------------------|--|
| a) Date of publication:     | <b>2<sup>nd</sup> January, 2022</b>        |
| b) Number of insertions:    | <b>Two English and two Urdu Newspaper</b>  |
| c) Region                   | <b>Nation wide</b>                         |
| d) Size                     | <b>20x04 inch</b>                          |
| c) Special position or form | <b>On General Position and in Box form</b> |

2. It is certified that payment will be made by the Ministry on production of bill.

Encl: **As above**

  
**(Muhammad Jamil)**  
Section Officer (Admn)  
Tele: 9209785

**The Director (Advertisement),**  
Press Information Department (PID),  
Government of Pakistan,  
**Islamabad**

**Copy to:**

1. Director to Minister for IT and Telecom
2. PA to Secretary, IT and Telecom



Government of Pakistan  
Ministry of Information Technology and Telecommunication

**DIGITAL PAKISTAN**

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## **REQUEST FOR PROPOSAL (RFP)**

Sealed proposals are invited from registered and reputed firms for providing services as per the RFP documents. Interested parties are requested to submit their offers as per specifications on the RFP documents, which can be downloaded from the following websites [www.moitt.gov.pk](http://www.moitt.gov.pk) and [www.ppra.org.pk](http://www.ppra.org.pk)

Quotations in sealed envelopes, clearly marked “**Provision of Services of Headhunting Firm for Recruitment against the Post of Executive Director (Salary Package: SPPS-I Scale, viz Rs.1.5 - 2.00 Million, all-inclusive subject to normal taxes) National Information Technology Board (NITB)**” must reach the undersigned by **20-01-2022 at 11:00 am** and the same will be opened on the same day at **11:30 am** in presence of the bidders/authorized representatives of the firms who wish to attend opening of the technical proposals.

**(Muhammad Jamil)**

Section Officer (Admn)

Ministry of Information Technology and Telecommunication

7<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad

Tele: 051-9210228, 9209785

**Government of Pakistan  
Ministry of Information Technology and Telecommunication**

**DIGITAL PAKISTAN**

**REQUEST FOR PROPOSAL (RFP)  
From Headhunting Firms/Executive Human Resource Searching Firms for Selection of Executive  
Director (SPPS-I Scale) National Information Technology Board, Islamabad  
(Lump Sum Salary Package Rs. 1.5 – 2.00 Million all-inclusive subject to normal taxes)**

**Letter of Invitation**

Tender No: \_\_\_\_\_ Closing Date & Time: \_\_\_\_\_

Dear Mr. /Ms.:

1. Ministry of Information Technology and Telecommunication, Islamabad invites proposals FOR HEADHUNTING FIRM. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under LCS (least cost-based selection) and procedures described in this RFP in accordance with the Public Procurement Rules, 2004.
3. The RFP includes the following documents:
  - (i.) Letter of Invitation
  - (ii.) Instructions to Consultants/Firms (including Data Sheet)
  - (iii.) Terms of Reference
  - (iv.) Technical Proposal - Standard Forms
  - (v.) Financial Proposal - Standard Forms
  - (vi.) Standard Form of Contract
  - (vii.) Conditions of Contract
4. For any query, please contact on the following address:

The Section Officer (Admin)  
Ministry of Information Technology and Telecommunication, 7<sup>th</sup> Floor, Kohsar Block,,  
Pak. Secretariat, Islamabad  
Ph No.051-9205757  
E-mail: ddo@moitt.gov.pk

Yours sincerely,

Muhammad Jamil  
Section Officer(Admin)  
Ministry of Information Technology and Telecommunication, Kohsar Block, Pak Secretariat, Islamabad

## OVERVIEW

### **About the National Information Technology Board**

The Ministry of Information Technology and Telecommunication (MoITT) is responsible to formulate policies aimed at improving the National Information and Communications Technology (ICT) infrastructure and services to transform Pakistan into a knowledge-based economy by ensuring the provision of reliable and affordable Information and Communications Technology enabled services.

The National Information Technology Board (NITB) is operating under the administrative control of the MoITT and is mandated to provide new revenue and value producing opportunities to the public sector organizations with a wide range of technical guidance along with advisory services for specific areas such as automation, design, development, and implementation. The Executive Director is the official head of the National Information Technology Board (NITB)

Sealed tenders (Financial and Technical proposals) are invited from approved/registered and reputed Head-Hunting Firms having established office(s) in Islamabad who meet the requirements mentioned in this RFP/tender documents. Only the technical proposals will be opened in presence of the bidder's representative initially and the financial proposals of technically qualified bidders will be opened at later stage. MoITT reserves the right to accept or reject any or all offers at any stage as per Public Procurement Rules, 2004.

## TENDER GOAL

MoITT intends to engage a HEAD-HUNTING Firm for providing their specialized services for the selection of Executive Director (**Salary Package: SPPS-I Scale viz: Rs. 1.5 – 2.00 Million all-inclusive subject to normal taxes**) National Information Technology Board (NITB) for effective and efficient administration of the board in an IT driven environment.

Instructions to Consultants

**1. Definitions**

- (a) "Procuring Agency" means the MoITT with which the selected Firm will sign the Service Contract.
- (b) "Consulting Services" means- the provision of independent expert advice of a quality at least equal to the applicable professional standards in relation to acquisition of goods and services, other than consulting services works, for selection against the post of Executive Director (SPPS-I Scale) NITB, Islamabad;
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Firms that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Pakistan.
- (g) "Instructions to Consultants" (in RFP) means the document which provides shortlisted Firms with all information needed to prepare their Proposals.
- (h) "LOI" (in RFP) means the Letter of Invitation sent by the procuring agency to the Firms.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal prepared by the procuring Agency for the selection of Firms.
- (k) "Sub-Consultant" means any person or entity to whom the firm subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Firms, and expected results and deliverables of the assignment.

**2. Introduction**

- 2.1 The Procuring agency named in the Data Sheet will select a firm / organization for required services, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firms.
- 2.3 Firms should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Firms may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

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FOR HEAD HUNTING FIRM

2.4 Firms shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet. Proposal submission address specified in data sheet.

**3. Conflicting Relationships**

3.1 Firms are required to provide professional, objective, impartial advice and hold the Procuring Agency interest Paramount. They shall strictly avoid conflict with other Assignments or their corporate interest. Firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Firm or the termination of its Contract.

A Firm (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a contract unless the conflict stemming from this Relationship has been resolved.

**4. Fraud and Corruption**

It is Government's policy that Consultants/ Firms under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Public Procurement Rules, 2004 which defines:

"Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of any things of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of the contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, on-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

Under Rule 2(f) of PPRA 2004, "The MoITT can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices"

Such barring action shall be duly publicized and communicated to the PPRA. Provided that any supplier or contractor who is to be blacklisted shall be afforded an adequate opportunity of being heard".

**5. Integrity pact**

5.1 Pursuant to Rule 7 of Public Procurement Rules, 2004 successful Firm will undertake to sign Integrity Pact in accordance with the prescribed format attached hereto for all the procurements estimated to exceed Rs. 50 million.

6. **Eligible Firms**

- 6.1 This Invitation to Bid is open to all Firms/ Companies having presence in Pakistan with all the approvals for concluding the Framework Contract FOR HEAD HUNTING FIRM more specifically described in Scope and Terms of Reference.
- 6.2 The contractor shall have to submit a copy of the Memorandum of Association/Partnership deed duly registered with the Registrar of Firms / Security Exchange Commission of Pakistan as the case may be.
- 6.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE.

7. **TENDER ELIGIBILITY AND QUALIFICATION CRITERIA**

- 7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who has a registered incorporated company/firm in Pakistan with relevant business experience of at least Five (05) years as;
  - 7.1.1 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
  - 7.1.2 Has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);
  - 7.1.3 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
  - 7.1.4 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;
  - 7.1.5 Conforms to the clause of "Responsiveness of Bid" given herein in this tender document.
  - 7.1.6 Services can only be sourced routed from "origin" in "eligible" member countries.
    - 7.1.6.1 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of the Government of Pakistan.
- 7.2 The Detailed Technical Evaluation Criteria is attached in Datasheet.

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification.**

8. **Only one Proposal**

Firms may only submit one proposal. If a Firm submits more than one proposal, such Proposals shall be disqualified. However, the firm shall submit a financial proposal for each position separately. Participation of the same Sub-Consultant, including individual experts, in more than one proposal is not allowed.

**9. Proposal Validity**

9.1 The Data Sheet indicates Proposal's validity that shall not be more than 90 days in case of National Competitive Bidding (NCB). The Procuring Agency may request Firms to extend the Validity period of their proposals not more than the original validity period of the bid, Firms who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal.

**10. Clarification and Amendment in REP Documents**

10.1 Firms may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of the proposal. The procuring agency shall communicate such a response to all parties who have obtained RFP documents without identifying the source of inquiry. Should the MoITT deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum corrigendum in writing. 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 Procuring Agency may, If the amendment is substantial, extend the deadline for the submission of Proposals.

**11. Preparation of Proposals**

11.1 The tenderer/bidder must bid on an individual candidate basis.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Firm.

11.3 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

11.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

11.5 The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

11.6 Proposal shall comprise the following:

- I. Proposal Form
- II. Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
- III. Covering letter duly signed and stamped by authorized representative
- IV. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- V. Evidence of eligibility of the Bidder/Tenderer and the Services



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- VI. Evidence of conformity of the Services to the Bidding/Tender Document
  - VII. List of firm's major clientele
  - VIII. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
  - IX. Valid Registration Certificate for Income Tax, and Sales Tax of FBR.
  - X. Power of Attorney, if an authorized representative is appointed
  - XI. Price Schedule
- 11.7 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for  
Tender Name. [Name of Tender]  
Tender No.....  
[Name of the Client/Purchaser]  
[Address of the Client/Purchaser]  
[Name of the Bidder/Tenderer]  
[Address of the Bidder/Tenderer]  
[Phone No. of the Bidder/Tenderer]

- 11.8 The Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Client/Purchaser's office, during office hours, up to due date and time.
- 11.9 This is made obligatory to affix authorized signatures with an official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.
- 12. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER**

- 12.1 The Procuring Agency/Client/Purchaser shall determine the substantial responsiveness of the Tender, prior to the Tender evaluation, on the basis of the contents of the Tender. A substantially responsive Tender is one which meets the eligibility criteria given herein this tender document for the Services;
- 12.1.1 meets the Terms of Reference/ Technical Specifications
  - 12.1.2 meets the schedule of work I Headhunting;
  - 12.1.3 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
  - 12.1.4 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document.
  - 12.1.5 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

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- 12.1.6 A material deviation or reservation is one that affects the scope, quality, or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 12.1.7 The Tender determined as not substantially responsive shall not be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

**13. Language**

The Proposal as well as all related correspondence exchanged by the Firms and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

**14. Financial Proposals**

- 14.1 The Financial Proposal shall be prepared using the attached Standard Form. It shall include all costs associated with the assignment.

**15. Taxes**

- 15.1 The Firm will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

**16. Submission, Receipt, and Opening of Proposals**

- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Firms (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 16.2 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 shall govern.
- 16.3 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 shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the MoITT not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received after the deadline shall not be entertained.

**17. Proposal Evaluation**

- 17.1 From the time the Proposals are opened to the time the Contracts awarded, the Firms should not contact the MoITT on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the MoITT in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Firm's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18. Evaluation of Technical Proposals**

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- 18.1 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 point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 18.2 After the technical evaluation, the MoITT shall notify in writing firms that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional.
- 18.3 Financial proposals of those Firms who failed to secure minimum qualifying marks shall be returned unopened.

**19. Evaluation of Financial Proposals**

- 19.1 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms and their technical scores 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 prices for each category/position read aloud and recorded. Copy of the record shall be sent to all Firms.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between Partial/Unit amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In the Least Cost Method, the bid found to be the lowest evaluated bid shall be accepted. In case, if the financial bid of two or more firms is same and lowest, then the firm with higher technical score will be selected

**20. Negotiations**

- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Firms will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PNSC proceeding to negotiate with the next ranked Firm. Representatives conducting negotiations on behalf of the firm must have written authority to negotiate and conclude a Contract.

**21. Technical Negotiations**

- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Firm to improve the Terms of Reference. The MoITT and the Firm will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and Reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the MoITT and the Firm, will become Part of Contract Agreement.

**22. Financial Negotiations**

- 22.1 If applicable, it is the responsibility of the Firm, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Firm under the

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Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the Services. Firms will provide the MoITT with information on rates described in the Appendix attached to i.e. Financial Proposal - Standard Forms of this RFP.

**23. Award of Contract**

23.1 After completing negotiations, the Procuring Agency shall award the Contract to the lowest evaluated selected Firm in each category / Position. However, any firm found lowest evaluated in each category/position shall be awarded complete contract for all position. Procuring Agency shall publish on the website of MoITT the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

23.2 After publishing of award of contract Firm required submitting a performance guarantee at the rate indicated in data sheet.

**24. Confidentiality**

Information relating to evaluation of Proposals and Recommendations concerning awards shall not be disclosed to the Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm of confidential information related to the process may result in the rejection of its Proposal.

**DATA SHEET**

2.1 Name of the Assignment: **Head Hunting Firm for Selection of ED, NITB**  
The Name of the Procuring Agency: **M/o Information Technology and Telecommunications (MoITT)**  
The method of selection: **Least Cost Method of PPRA Regulation 2010**

2.2 Financial Proposal to be submitted together with Technical Proposal: **Yes: , No:**

2.3 The Name of the concerned officer of MoITT: **Muhammad Jamil, Section Officer (Admin)**

2.5 The Proposal submission address: **Section Officer(Admin) MoITT, 7<sup>th</sup> Floor, Kohsar Block, Pak. Secretariat, Islamabad**

Proposals must be submitted no later than the following date and time:

**20-01-2022 at 11:00 am**

Expected date for commencement of consulting services:

**Immediately after approval of the RFP.**

7.1 Shortlisted firms should be duly registered with Tax authorities: **Yes: , No:**

9.1 Proposals validity that shall not be more than 90 days.

10.1 Clarifications may be requested not later than Five days before the Submission date.

The address for requesting clarifications: **as 2.5 above**

11. The components and format of the Technical Proposal to be submitted is:

**Simplified Technical Proposal**

11.2 The estimated number of professional staff-months required for the assignment is:

**One incumbent for twenty-four (24) Months (extendable)**

13. The Proposal as well as all related correspondence exchanged by the firms and the MoITT shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the National and regional languages of Islamic Republic of Pakistan.

15.1 Amounts payable by the MoITT to the Firm under the contract are subject to local taxation, stamp duty and service charges, if applicable:

**Yes, No:**

16.2 Firm must submit the original and one copy of the Technical Proposal, and the original and one copy of the Financial Proposal.

The single currency for price conversions is: **Pakistan Rupee PKR**

19.3 In case, if financial bid of two or more short listed ; selected firms is same and lowest, then the firm with higher technical score will be selected.

20.1 Expected date and address for Contract Negotiations: **MoITT, Islamabad**

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23.2 Successful Firm is required to submit performance Guarantee in form of Pay order, demand draft or bank guarantee 05% of the contract amount.

5.1 Firm undertake to sign Integrity pact for the procurement estimated to Exceed PKR Rs.50 million.

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**QUALIFICATION CRITERIA AND MANDATORY REQUIREMENTS**

The bidder must possess the required experience and expertise to qualify for Human Resource Management Services. The qualification criteria and mandatory requirements must be fulfilled as follows;

Qualification Criteria and Mandatory Requirements	Weightage
<p>05. Years of General Experience in Headhunting/talent acquisition: 10 marks for 10 years &amp; plus experience 07 marks for 7-9 years 05 marks for 5-6 years</p>	10
<p>2. Last 3 Years, C Level and above Hiring Firms having 40+ C level and above Hirings: 10 Marks Firms having 30-39 C level and above Hirings: 5 Marks</p>	10
<p>2. Relevant experience with Government / semi Government Clients 10 marks for 05 or more Government or semi Government clients 7 marks for 3 - 4 Government or semi Government clients 5 marks for 1 - 2 Government or semi Government clients (Attach References)</p>	10
<p>3. Company's Total Number of Clients: Firms Having clients 10 (ten) in IT field or more providing Headhunting/ Recruitment services at management level: 15 Marks Firms having five to nine (5-9) in IT field at management level: 08 Marks Firms having less than 1-4 clients in IT field at management level: one mark for each client. (Attach References)</p>	15
<p>4. Expert Team: Resume of Expert Team assigned for the project, list of staff, Number of Employees.</p>	45
<p>5. Financial Strength: Last Three Years' Audited Reports Annual Turnover of Rs. 500+ Million : 10 Marks Annual Turnover of Rs.400-499 Million : 7 Marks Annual Turnover of Rs. 100-399 Million: 5 Marks</p>	10

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⤵ **Note:**

1. Bidders are required to furnish complete documentary evidence against aforementioned criteria.
2. Only Bidders obtaining 70% Marks will be considered qualified for financial evaluation.
3. Qualification Criteria Point 4 "Expert Team" qualifications and competence for the assignment Score Breakup is as follow:

**a) Team Leader (25 marks)**

**Qualification:**

MBA —Human Resource Management /Certified Human Resource Professional

(CHRM) /Society Human Resource Management —Certified Professional (SHRM-CP), 5 years experience in IT sector's C-Level and above Headhunting experience.

[6 marks]

**Additional Requirements:**

- Minimum 07 years' Experience Preferably in IT Sector [5 Marks]
- Overseeing the execution of HR operations [3 Marks]
- Analyzing performance metrics [3 Marks]
- Contributing to the alignment of HR strategies to organizational goals. [3 Marks]
- Strong interpersonal and Communication Skills [3 Marks]
- Strong Microsoft office skills [2Marks]

**b) Human Resource Specialist**

[14 marks]

**Qualification:**

BBA (Human Resource Management)/ Post Graduate Diploma (Human Resource) and 5 years' experience in IT sector's C-Level and above Headhunting experience.

[4 Marks]

**Additional Requirements:**

- Minimum 03 years' Experience in Recruitment, sourcing screening, conducting telephonic interviews, assessing and shortlisting of mid to senior level candidates on various disciplines. [3 Marks]
- Having knowledge of Workforce assessment [3 Marks]
- Executing HR Operations [2 marks]
- Strong Microsoft office skills [2Marks]

**c) Talent Acquisition executives**

[6Marks]

**Qualification:**

Bachelors of Computer Science /Graduate with Diploma in Information Technology



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[3 Marks]

✓ (IT)

Requirements:

- Well aware with HR tools and Softwares. Also well versant with social media tools i-e LinkedIn etc)  
[2 Marks]

- ~~Good With Handling Large Data and its Compilation~~ [1 Marks]

**TERMS OF REFERENCE (TOR)**

1. Headhunting firm shall be contacted for required position and accordingly MoITT will share the following information:
  - Number of Vacancies, job title, location of the position.
  - Job Description and Job Specification of the position.
  - Approved copy of the draft advertisement as well as the name of selected newspapers.
2. The Headhunting firm shall ensure that all the applications with respect to the advertised positions shall be collected and will perform initial review against the basic job specification, maintain a compressive database of all the applications, prepare list of all received applications containing the reasons for their short listing or rejection and provide the same to MoITT within 15 days after the closing date of advertisement.
3. CVs of best suited ten (10) shortlisted applicants shall be forwarded to MoITT along with related input and profiles as per agreed format, job description and terms of references.
4. The replacement of the position should be provided without additional cost in the case when the candidate has not fulfilled the required criteria or leaves his position within probation period.

**5**

**CONTRACT DURATION:**

The contract duration shall be for a period of one hundred and eighty (180) days starting from signing of the Contract extendable with mutual consent on the same terms and conditions.

**Scope Of Services**

1. The Services of Head Hunting / Executive Search firm shall be only utilized for the hiring of Executive Director, National Information Technology Board (NITB), Islamabad.
2. The selected headhunting firm shall ensure the following; but not limited to:
  - a) Analyze/scrutinize the information provided by MoITT on the objective of this RFP (hiring of ED of NITB) and shall give consent for accepting the assignment.
  - b) The selected firm shall coordinate with for the publication of advertisement.
  - c) Firm shall be responsible for accurately and fully disclosing all relevant information and CVs along with providing the following attested documents of shortlisted candidates:
    - i. Photograph
    - ii. All the educational documents/transcripts
    - iii. All the experience & training certificates
    - iv. CNIC/Nationality
    - v. Domicile Certificate (domicile information)
    - vi. Last Pay Drawn Certificate including all other benefits

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vii. A 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 Government, Provincial Government, anybody corporate or institution as a result of disciplinary action against her/ him. Moreover, that all documents and information submitted are genuine and correct in a material particular.

d) If required by MoITT, the short listing may be performed mutually by the selected firm and HI Department.

e) MoITT will inform the selected firm for accepted CVs and if required, may also ask for more CVs.

f) MoITT will coordinate with the selected firm regarding the schedule of interview and venue etc.

g) The concerned selected firm will coordinate with the candidates regarding interview date/venue etc., in writing. No TA/DA shall be given to candidates for test/interview by MoITT.

h) MoITT will communicate the name of the selected candidates to the concerned firm; otherwise the process will be repeated till a suitable candidate is selected for the position.

i) All further communication with the selected candidates pertaining to salary finalization and other related formalities like medical etc., may be made by MoITT directly or through the selected firm.

j) Prior to MoITT make any written job offer to the selected candidate the selected firm shall arrange verification from the referees and minimum of last two employers with respect to the information mentioned in the application including job title, responsibilities, salary and benefits. However, MoITT may also perform the same verification at its own during the probationary period.

k) A successful pre-employment medical fitness examination is mandatory for the selected candidate whereas, offered job shall remain conditional upon satisfactory verification of all the documents and credential.

l) The selected firm shall inform through email/letter to all the unsuccessful applicants about the outcome of their applications.

m) On completion of recruitment cycle against the post, the selected firm shall require to provide the following to MoITT:

- i. Declaration on informing all the unsuccessful applicants about status of their applications along with the list containing name, address and date of communication.
- ii. Declaration of not referring the selected candidate to other competing employers for two years from the date of joining of candidate

3. The replacement of the position should be provided without additional cost in the case when the candidate has not fulfilled the requirement of the position or leaves his position within probation period.

**Firm Eligibility Criteria**

The firm fulfilling the following criteria will be considered as an eligible bidder for evaluation of technical proposal. Documentary evidence is to be attached, failing which the bidder will be considered ineligible:

- I. Must have National Tax Number (Copy of Certificate);
- II. Must be registered with Federal Board of Revenue (FBR) for last five (5) years (Copy of Certificate);
- III. Affiliation with a Global Professional Services firm If any (Copy of Affiliation document)
- IV. Must be on Active Taxpayer List (AIL) of FBR;
- V. Must not be blacklisted by any Government or bilateral/multi-lateral financial institution, under taking to be given on Stamp paper of Rs. 100.

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**PAYMENTS**

Payments shall be made according to the following schedule:

- a. After receiving service sales tax invoice, payment will be made immediately as per payment procedure of the Federal Government.
- b. Invoice shall be submitted after successful recruitment cycle and will only be applicable on the satisfactory completion of consultancy services that is after joining of required employee.
- c. MoITT shall pay the service charges verified through cross cheque in the name of Company and in Pakistani Rupees after deduction of all taxes as per applicable on that date by Government of Pakistan.

The performance guarantee shall be released after 14 days of successful completion of assignment.

## **TECHNICAL PROPOSAL**

Technical proposal should be submitted on the following format.

### **Title Page**

Should indicate name of the project, proponent's name, address, telephone number, email, website address, etc.

### **Letter of Recommendation**

Introduction to the organization signed by the organization's partner.

### **Table of Contents**

Indicating all sections/subsections with page numbers.

### **Executive Summary**

An executive summary of key features contained in the proposal.

### **Organization Profile**

An overview of the organization, its standing in Pakistan and at international level, objectives and experience

### **General**

- Type of business entity i.e. sole proprietorship or partnership firm;
- Place and year of Registration
- Principal place of business
- Location of branch offices and/or affiliates
- Name of all the key personnel in the organization including their positions and structure within country of origin
- Main business activities and relevant specializations

### **Relevant Experience**

Information with respect to experience includes the following:

- Client name
- Location of the project
- Description of work
- Year of Assignment
- Assignment Duration
- Details of manpower deployed
- Assignment outcome

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**Organization and Capability**

Proprietary tools, methodology and personnel level by indication category of the specialization relevant to the assignment.

**Financial Credibility**

The Consultant firm is required to prove their financial credibility to conduct their business. In order to prove the same, following documents have to be submitted along with the proposal:

- Bank Reference Letter
- Audited Financial Statements for the last three years

The MoITT will evaluate financial credibility of the firm on the basis of above-mentioned documents.

**Additional information**

Proposal should be comprehensive and complete in all respect and cover all the information requested in this document. Consultant firm should provide any information that the Consultant firm may deem useful for the Assignment. All additional information should be placed as annexure.

**REQUIRED DOCUMENTS FOR TECHNICAL PROPOSAL:**

Bidders are required to attach the following documents with bid:

1. Firm / Company's profile. Name, address, phone, fax, e-mail address and contact Person.
2. Evidence of minimum 05 years of experience of Human Resource Management Services Provider's business in Pakistan - Mandatory
3. Proof of financial stability.
4. Scope of Services (signed & stamped) - Mandatory
5. Copies of Tax registration certificates - Mandatory
6. Registration with Security and Exchange Commission of Pakistan or copy of Certificate of Incorporation or Registration or equivalent - Mandatory
7. List of existing clients with name and contact persons, telephone numbers and addresses.
8. List of Previous Clients.
9. List of staff, number of employees in the firm / company.
10. Affidavit on stamp paper that the bidder has not been blacklisted or debarred for Public Procurement by Government / Semi-Government, Private, Autonomous body or any other national / international organization - Mandatory
11. Performance certificates by the major clients where Company/Firm has been providing Human Resource Services.
12. Bidder is required to provide all the above mentioned documents in an envelop mentioned as Technical Proposal.

However, failure to provide mandatory documents may cause the proposal to be considered as non-responsive and stands rejected.

## GENERAL TERMS & CONDITIONS

### GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the Law of Islamic Republic of Pakistan.
- b. "Procuring Agency or PA" means Ministry of Information Technology and Telecommunication (MoITT).
- c. "Firm" means a professional who can study, design, organize, evaluate and manage work force requirement or assess, evaluate and provide specialists for required positions or give technical assistance for making or drafting job descriptions, job specification and includes private entities, consulting firms, legal advisors, management firms, international and multinational organizations, government agencies, nongovernmental organizations and individuals.
- d. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- e. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- g. "Foreign Currency" means any currency other than the currency of the PA's country.
- h. "GC" mean these General Conditions of Contract.
- i. "Government" means the Government of Pakistan.
- j. "Local Currency" means Pak Rupees.
- k. "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- l. "Party" means the PA or the Firm, as the case may be, and "Parties" means both of them.
- m. "Personnel" means persons hired by the Firm or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- n. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o. "Services" means the consulting services to be performed by the Firm pursuant to this Contract, as described in the Terms of References.
- p. "Sub-Consultants" means any person or entity to whom/which the firm subcontracts any part of the Services.
- q. "In writing" means communicated in written form with proof of receipt.

## **1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law of Pakistan.

## **1.3 Language**

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## **1.5 Location**

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

## **1.6 Authority of Member in Charge**

In case the Firm consists of a joint venture/ consortium/ association of more than one individual firm, the Members hereby authorize the individual firm or specified in the SC to act on their behalf in exercising all the rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

## **1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Contractor may be taken or executed by the officials specified in the SC.

## **1.8 Taxes and Duties**

The Contractor Firm and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

## **1.9 Fraud and Corruption**

A. If the PA determines that the Headhunting Firm and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Firm, terminate their employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in PPR 2004. Any personnel of the Contractor Firm, who engages in corrupt, fraudulent, collusive,



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coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

**Integrity Pact (subject to modification/revision wherever required)**

- B. If the Contractor or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-V to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Headhunting Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by them or any of his Sub-consultant, agents or servants;
  - (b) terminate the Contract; and
  - (c) Recover from the Headhunting Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the firm or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Firm shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by the both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

**2.2 Commencement of Services**

The Firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**2.5 Force Majeure**

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

**2.5.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of

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Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.2 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.3 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the PA**

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause CC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (e).

- a. If the Firm does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- b. If the Firm becomes insolvent or bankrupt.
- c. If the Firm, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Firm(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the headhunting Firm**

The firm may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a. If the PA fails to pay any money due to the Firm pursuant to this Contract without firm's fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the firm that such payment is overdue.
- c. If, as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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- d. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC2.6.2, the PA shall make the following payments to the Firm:

- a. payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through(c), and (f) of Clause GC 2,6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**3. OBLIGATIONS OF THE FIRM**

**3.1 General**

**3.1.1 Standard of Performance**

The Headhunting Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

**3.2 Conflict of Interests**

The Firm shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Firms not to Benefit from Commissions, Discounts, etc.**

The payment of the Firm pursuant to Clause GC 6 shall constitute the Firm's only payment in connection with this Contract or the Services, and the Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Firm shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

**3.2.2 Firm and Affiliates not to be Otherwise Interested in Project**

The Firm agrees that, during the term of this Contract and after its termination, the Firm and any entity affiliated with the Firm, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than Headhunting services) resulting from or directly related to the Firm's Services for the preparation or implementation of the task.

**3.2.3 Prohibition of Conflicting Activities**

The Firm shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality**

Except with the prior written consent of the PA, the Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.