



## **BIDDING DOCUMENTS**

# **Procurement of services of a Testing Agency to conduct recruitment drives for House Building Finance Company**

**October, 2018**

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## Section I - Letter of Invitation

### Hiring the Services of Testing Agency

RFP No. \_\_\_\_\_

1. House Building Finance Company (HBFC) invites proposals from reputable Testing Agencies of country for holding of tests for various recruitment/ selection campaigns. The Firm will conduct selection tests for a period of two years, renewable subject to mutual consent.

2. The Firm will be selected through Single Stage – Two Envelope procedure as prescribed under Rule 36 (b) of Public Procurement Rules (PPR 2004) and would conform to the procedure described in this RFP.

3. The RFP includes the following documents:

Section I	Letter of Invitation
Section II	Instructions to Firms
Section III	Bid Data Sheet
Section IV	Terms of Reference
Section V	Bid Form including Technical & Financial Proposals
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4. Sealed Bids must be delivered at the address given below on or before 08-11-2018 at **1100 hours** which will be opened on same day at **1130 hours** in the presence of bidder's representatives (who choose to attend) at the meeting room of General Services Department (GSD), House Building Finance Company, 3<sup>rd</sup> Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi. After evaluation and approval of technical proposals, the financial proposals of technically accepted bids shall be publicly opened at a time, date and venue to be communicated to the qualified bidders in advance.

#### Head

General Services Department,  
House Building Finance Company  
3<sup>rd</sup> Floor, Finance & Trade Centre,  
Shahrah-e-Faisal, Karachi -Pakistan  
Telephone No: 021-35641717

## Section II - Instructions to Bidders

### A. General

#### 1. Definitions

- a) "Company" means House Building Finance Company, Head Office, Karachi.
- b) "Client" means the designated Department within the Company with which the selected Firm signs the Contract for the Services.
- c) "Firm" means any entity or person registered as such with income tax authorities that may provide or provides the Services to the Client under the Contract. Term "Bidder" may also be used interchangeably to make an allowance for its usage in PPR 2004.
- d) "Contract" means the Contract to be signed by the Parties and all the attached documents listed therein.
- e) "A Defect" means any part of the provision which has not been completed in accordance with the Contract.
- f) "Specification" means the expertise of the provided staff included in the Contract and deviation made or approved by the Company.
- g) "Day" means calendar day.
- h) "Instructions to Bidders" (Section II of RFP) means the document which provides Firms with all information needed to prepare their Proposals.
- i) "Bid Data Sheet" means such part of the Instructions to Firms used to reflect assignment conditions.
- j) "Government" means the Federal Government of Islamic Republic of Pakistan
- k) "Staff" means professionals and support staff provided by the registered Firm and assigned to perform the Services or any part thereof.
- l) Shortlist would be interchangeably referred to as pre-qualification list.
- m) "Proposal" means the Technical Proposal and the Financial Proposal.
- n) "RFPD" means the Request for Proposals Document
- o) "Services" means the work to be performed by the Firm pursuant to the Contract.
- p) "Terms of Reference" (TOR) means the document included in the RFPD as Section IV which explains the objectives, scope of work and tasks to be performed.

#### 2. Introduction

- 2.1 The Firm will be selected in accordance with the method of selection specified in the Bid Data Sheet.
- 2.2 The Firms will submit a **Technical Proposal** and a **Financial Proposal** for services required for the assignment named in the Bid Data Sheet. These Proposals will form the basis for signing of Contract with the selected Firm.
- 2.3 Interested Firms may familiarize themselves with relevant conditions and take them into account in preparing their Proposal. Firms may liaise with Client's representative named in the Data Sheet for gaining better insight into the assignment.

#### 3. Qualification of the Bidder

As provided in the Bid Data Sheet.

**4. One Bid per Bidder** Each Firm shall submit only one Bid, either individually or as a partner in a joint venture. If a Firm submits or participates in more than one Bid, such bids will be disqualified.

**5. Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Company will in no case be responsible or liable for those costs.

**6. Conflict of Interest** 6.1 Company's policy requires that Firms provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Firms have an obligation to disclose any situation of actual or potential conflict that impact their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situation(s) may lead to the disqualification of the Firm or the termination of its Contract.

Without limitation on the generality of the foregoing, Firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(a) A Firm (including its Staff and Sub-Firms) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Firm to be executed for the same or for another Client.

(b) A Firm (including its Staff and Sub-Firms) that has a business or family relationship with a member of the Client'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 in a manner acceptable to the appropriate authority within the Company.

**Conflicting Relationships** 6.2 Firm shall not recruit or hire any agency or current employees of the Company. Recruiting former employees of the Company/ Government to work for the Firm is acceptable provided no conflict of interest exists. When the Firm nominates any government employee as Staff in their technical proposal, such Staff must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Firm as part of his technical proposal.

## **7. Fraud and Corruption**

It is the Company's policy to require that Bidders, Suppliers, and Firms under Company-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Company follows, inter-alia, the instructions contained in PPR 2004 which defines:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm 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 a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-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 19 of PPRA 2004, the Company can interalia 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 Firm who is to be blacklisted shall be accorded adequate opportunity of being heard.

## **8. Integrity Pact**

Pursuant to Rule 7 of PPR 2004, Firm undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto at Section VII for all the procurements exceeding Rs.10.0 million or any other limit prescribed by Company.

### **B. RFP Document**

## **9. Content of RFP Documents**

9.1 The contents of the RFP Document are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:

Section I	Letter of Invitation
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Terms of Reference (TOR)
Section V	Bid Form including Technical & Financial Proposals
Section VI	Form of Contract
Section VII	Integrity Pact
Section VIII	Letter of Acceptance

9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP Document. Failure to furnish all information required by the RFP Document or to submit a bid not substantially responsive to the RFP Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**10. Clarification of RFP Documents**

A prospective Bidder requiring any clarification of the RFP Document may notify the Company in writing at the given address and by one of the means indicated in the BDS. The Company will respond in writing to any request for clarification or modification of the RFP Document that it receives no later than seven (07) days.

**11. Amendment of RFP Documents**

11.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the RFP Document. Later amendments on the same subject modify or replace earlier ones.

11.2 Amendments will be provided in the form of Addenda to the RFP Documents, which will be sent in writing to all prospective Bidders that received the RFP Document from the Company. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.

**C. Preparation of Bids**

**12. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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 translation shall govern.

**13. Documents Comprising the Bid**

The Bid submitted by the Bidder shall comprise the following:

- a. Form of Bid;
- b. Technical Proposal;
- c. Financial Proposal;
- d. Bidders Profile;
- e. Documentary evidence of ISO Certificate;
- f. List of Test Centers across Pakistan;
- g. Documentary evidence of registration with Taxation authorities;
- h. Affidavit confirming that the bidder has not been blacklisted by any government/ semi-government organization.
- i. Profile of bidder's staff available for the said assignment;
- j. Any other relevant information.

- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in the Contract and in the Specifications.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services.
- 14.3 All duties, taxes, and other levies payable under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 14.4 The prices will be reviewed annually on the basis of inflation data issued by State Bank of Pakistan. Any decision taken in this regard by Client will be treated as final and binding upon the Firm.
- 15. Currencies of Bid, Payment & Taxes**
- 15.1 Price shall be quoted by the Bidder and the payments to be made by the Company would in Pak Rupees.
- 15.2 The Firm will be subject to all admissible duties and taxes unless exempted by relevant tax authority.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period specified in the BDS.
- 16.2 In exceptional circumstances, the Company may request that the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.
- 17. Format and Signing of Bid**
- 17.1 The Bidder shall prepare an original and one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID," "COPY BID". In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy of the bid, each consisting of the documents listed in ITB Clause 9.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **D. Submission of Bids**

- 18. Sealing and Marking of Bids**
- 18.1 The Bidder shall submit a Technical Proposal and a Financial Proposal separately. The original 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 as "**FINANCIAL PROPOSAL**". The bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY BID". The



envelopes shall then be sealed in the third (outer) envelope. The inner and outer envelopes shall be addressed to the Company at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date]."

18.2 In addition to the identification required in Sub-Clause 17.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 20.

18.3 If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement or premature opening of the Bid.

**19. Deadline for Submission of Bids**

19.1 Bids shall be delivered to the Company at the address specified above no later than the time and date specified in the Bid Data Sheet.

19.2 The Company may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.

**20. Late Bids**

Any Bid received by the Company after the deadline prescribed in Clause 19 will be rejected.

**21. Modification and Withdrawal of Bids**

The Bidder may withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Company prior to the deadline prescribed for bid submission.

**E. Bid Opening and Evaluation**

**22. Bid Opening**

The Company will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.

**23. Process to Be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Company's processing of bids or award decisions may result in the rejection of his Bid.

**24. Clarification of Bids**

During the bid evaluation, the Company may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

**25. Examination of Bids and Determination of Responsiveness**

- 25.1 Prior to the detailed evaluation of bids, the Company will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the RFP Document.
- 25.2 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specifications of the RFP Documents, without material deviation or reservation. A material deviation or reservation is one; (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the RFP Documents, the Company's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Company, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**26. Correction of Errors**

- 26.1 Bids determined to be substantially responsive will be checked by the Company for any arithmetic errors. Arithmetical errors will be rectified by the Company on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 26.2 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

**27. Evaluation of Bids**

- 27.1 The Company will evaluate the Technical Proposals on the basis of given qualification parameters. The bids meeting the minimum qualification criteria the declared as technically responsive. After evaluation and approval of technical proposals, the financial proposals of technically accepted bids shall be publicly opened at a time, date and venue to be communicated to the qualified bidders in advance.
- 27.2 The Financial Proposals will be ranked in the order i.e., lowest quoted bid to the highest quoted bid.

## **F. Award of Contract**

### **28. Award Criteria**

Subject to Clause 25, the Company will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the RFP Document and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be technically responsive in accordance with the provisions of Clause 3.

### **29. Company's Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause 27, the Company reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Company's action.

### **30. Notification of Award and Signing of Agreement**

30.1 The Bidder whose Bid has been accepted will be notified in writing of the award by the Company in the form of "Letter of Acceptance".

30.2 The Contract, in the form provided in the RFP Document, will incorporate all agreements between the Company and the successful Bidder. It will be signed by the Company and sent to the successful Bidder along with the Letter of Acceptance. Within seven (07) days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Company. In case of non-receipt of signed copy of Contract from the successful Bidder within the due date, the next lowest evaluated bidder will be issued the Letter of Acceptance.

30.3 Upon fulfillment of Sub-Clause 30.2, the Company will notify the unsuccessful bidders.

30.4 The Firm is expected to commence the delivery of services on the date specified in Bid Data Sheet.

## Section III - Bid Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Referring Paragraph at ITB	Particulars
2.1	<p><b>Method of Selection</b></p> <p>Rule 36 (b) of Public Procurement Rules, 2004</p>
2.2	<p><b>Name of Contract</b></p> <p>Hiring the Services of Testing Agency</p>
2.3	<p><b>Client's Representative</b></p> <p>Head, General Services Department, House Building Finance Company, 3<sup>rd</sup> Floor, Finance &amp; Trade Centre, Shahrah-e-Faisal, Karachi-Pakistan.</p>
3	<p><b>Qualification Requirements</b></p> <p>Bidding will be conducted using the National Competitive Bidding procedures specified in the Public Procurement Rules (PPR 2004) and is open to all tax registered bidders that meet the following minimum qualification criteria:</p> <ol style="list-style-type: none"> <li>i. Bidder should have at least 5 years of experience of conducting recruitment tests.</li> <li>ii. Bidder should have experience of providing testing services to at least 20 organizations of comparable scale and standing during the last three years.</li> <li>iii. Bidder should have test centers in at least 15 big cities including provincial headquarters, covering all provinces and federal capital.</li> <li>iv. Bidder should be ISO certified.</li> <li>v. Bidder should be registered with taxation authority.</li> <li>vi. Bidder should not have been blacklisted by any government/ semi-government organization. An affidavit in this regard must be provided.</li> <li>vii. Bidder should have a team of at least 20 qualified professionals in various academic disciplines on its panel for designing of selection test as per details given in the bidding documents (Section V- Technical Proposal).</li> </ol> <p>The bids which do not meet any of the above criteria will be considered as non-responsive.</p>
16.1	<p><b>Bid validity period</b></p> <p>90 days after the last date for submission of Bid</p>
18.1	<p>Firms must submit the original and one copy each of the <b>Technical Proposal &amp; the Financial Proposal</b></p>

19.1	<p><b>Deadline for bid submission</b></p> <p>08-11-2018 at 1100 hours</p>
22	<p><b>Time, date, and place for bid opening</b></p> <p>08-11-2018 at 1130 hours at Training Centre, House Building Finance Company, 3<sup>rd</sup> Floor, Finance &amp; Trade Centre, Shahrah-e-Faisal, Karachi</p>
26.2	<p><b>Bid Security</b></p> <p>The bidder shall submit the bid security of Rs.100,000/- (rupees one hundred thousand only) in the form of Demand Draft/ Pay Oder in the name of the Company.</p>
<b>Bid Evaluation</b>	
27.1	<p><b>Criteria for the Evaluation of Technical Proposal</b></p> <p><b>Technical Evaluation Criteria</b></p> <p>The bids of firms who meet the following minimum qualification criteria will be considered technically responsive.</p> <ol style="list-style-type: none"> <li>i. Bidder should have at least 5 years of experience of conducting recruitment tests.</li> <li>ii. Bidder should have experience of providing testing services to at least 20 organizations of comparable scale and standing during the last three years.</li> <li>iii. Bidder should have test centers in at least 15 big cities including provincial headquarters, covering all provinces and federal capital.</li> <li>iv. Bidder should be ISO certified.</li> <li>v. Bidder should be registered with taxation authority.</li> <li>vi. Bidder should not have been blacklisted by any government/ semi-government organization. An affidavit in this regard must be provided.</li> <li>vii. Bidder should have a team of at least 20 qualified professionals in various academic disciplines on its panel for designing of selection test as per details given in the bidding documents.</li> </ol> <p>The bids which do not meet any of the above criteria will be considered as non-responsive.</p>
27.2	<p><b>Financial Evaluation</b></p> <p>The Financial Proposals will be ranked in the order i.e., lowest quoted bid to the highest quoted bid.</p>
30.5	<p>Expected date for commencement of services</p> <p><b>November, 2018</b></p>

## **Section IV - Terms of Reference**

### **A. Introduction**

House Building Finance Company.

### **B. Scope of Services**

House Building Finance Company is interested to engage the services of an experienced Testing Agency for designing and conducting written tests for various recruitment campaigns. The Firm will conduct selection tests for House Building Finance Company for a period of two years (renewable contract on mutual consent), as and when required.

The scope of activities of the Firms may include but not limited to the:

1. Develop a testing calendar for various general/ specialized recruitment campaigns in consultation with Client. The testing calendar shall possess following information:
  - a. Date of advertisement to be published in leading newspapers.
  - b. Last date for submission of application.
  - c. Date of holding written tests.
  - d. Date of submission of results to the Client.
2. Design testing product as per Client's requirements. Testing product may comprise of objective and subjective questions.
3. Develop application forms in consultation with the Client and place it on its website.
4. The Firm would charge 50% of test fee directly from the candidate and remaining 50% of test fee to be paid by the Client.
5. The firm shall short the candidates as per eligibility criteria mentioned in the advertisement.
6. Develop data base of applications received against recruitment campaigns.
7. Supply of instructions, admit cards, sample test papers and / or other allied items to the candidates.
8. Coordination, invigilation and supervision of the written tests at each Centre.
9. Supply and collection of test material to/from each test center.
10. Conduct test in all those cities from where at least 10 candidates have applied against any advertised post.
11. Evaluation and marking of test papers.
12. Results preparation with complete data processing.
13. Submission of test result in hard and soft copy format to the Client within the stipulated time.

The Firms must be well acquainted with the above areas. Interested Firms shall submit their bids establishing that they are qualified to perform the services with complete details.

**Section V**  
**Bid Form including Technical &**  
**Financial Proposals**

(On Firm's letter head)

**Bid Form**

Date: \_\_\_\_\_

Head,  
General Services Department,  
House Building Finance Company,  
3<sup>rd</sup> Floor, Finance & Trade Centre,  
Shahrah-e-Faisal,  
Karachi-Pakistan.

Dear Sir:

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver Testing Agency Services in conformity with the said RFP Document in accordance with the Financial & Technical Proposals attached herewith and made part of this Bid.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**FORM TECH-1 Technical Proposal Submission Form**

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**Technical Proposal**

(On Firm's letter head)

Date: \_\_\_\_\_

Head,  
General Services Department,  
House Building Finance Company,  
3<sup>rd</sup> Floor, Finance & Trade Centre,  
Shahrah-e-Faisal,  
Karachi-Pakistan.

Dear Sir,

We, the undersigned, offer to provide "Testing Agency Services" in accordance with the RFP Document. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that **any misinterpretation contained in it may lead to our disqualification.**

Yours sincerely,

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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



## FORM TECH-2 Bidders' Experience

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(On Firm's letter head)

Services provided during the last three years.

S.No	Date	Assignment Description	Name of Organization*	Services Provided*	Value

Note: The firm MUST submit the documentary proof regarding services provided to organizations of comparable scales during last three years.

*Additional sheets may also be used, if necessary*

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

**FORM TECH-3 Details of Test Centers**

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(On Firm's letter head)

List of Test Centres

#	City	Venue	Capacity (No. of candidates)

*Additional sheets may also be used, if necessary*

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

**FORM TECH-4 Details of ISO Certification**

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(On Firm's letter head)

Details of ISO Certification(s)

#	Certificate Type	Certificate No.	Issued on

Note: The firm MUST submit the documentary proof regarding ISO certifications.

*Additional sheets may also be used, if necessary*

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

**FORM TECH-5 Details of Qualified Staff for Testing Services**

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(On Firm's letter head)

1. **Name of Staff:** \_\_\_\_\_

2. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

3. **Educational Qualification:** \_\_\_\_\_

4. **Area of Specialization:** \_\_\_\_\_

5. **Association since (no. of years):** \_\_\_\_\_

**7. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the above staff member. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

*Note: The Firm MUST submit the CVs of at least 20 qualified professionals, with minimum Masters degree (16-year degree), having specialization in the following areas:*

English	Law
Mathematics	Financial Accounting
International Relations	Strategic Management
Computer Science	Civil Engineering
Financial Management	

## FORM TECH-6 Other Details

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(On Firm's letter head)

### **General information**

The Firms shall submit the following information:

1. Name of the organization with addresses, phone & fax numbers, details of head office location, main branch offices in the country, on their letter head
2. Name(s) of contact person(s).
3. Legal status i.e., Partnership / Public or Private Limited Company/ Joint Venture with the name and addresses of Proprietor/ Partner(s)/ Director(s).
4. Audited financial statements for the last three years.
5. Information regarding previous/ current clientele.
6. History of litigations (if any).
7. Additional information (if any).

## **Financial Proposal**

Date: \_\_\_\_\_

Head,  
General Services Department,  
House Building Finance Company,  
3<sup>rd</sup> Floor, Finance & Trade Centre,  
Shahrah-e-Faisal,  
Karachi-Pakistan.

Dear Sir:

We, the undersigned, offer to provide "Testing Agency Services" in accordance with the RFP document and our Technical Proposal. We are hereby submitting Financial Proposal under a separate envelope.

Yours sincerely,

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

## FIN-2 Price Schedule

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The Firm shall quote price of undernoted activities in lump sum.

Particulars	Charges Per Candidate (Rs.)
<ol style="list-style-type: none"><li>1. Develop a testing calendar for various general/ specialized recruitment campaigns in consultation with client. The testing calendar shall possess following information:<ol style="list-style-type: none"><li>a. Date of advertisement to be published in leading newspapers.</li><li>b. Last date for submission of application.</li><li>c. Date of holding written tests.</li><li>d. Date of submission of results to the Client.</li></ol></li><li>2. Design testing product as per requirement of the Client. Testing product may comprise of objective and subjective questions.</li><li>3. Develop application forms in consultation with the Client and place it on its website.</li><li>4. The Firm would charge 50% of test fee directly from the candidate and remaining 50% of test fee to be paid by the Client.</li><li>5. The Firm shall short list the candidates as per eligibility criteria mentioned in advertisement.</li><li>6. Develop database of applications received against recruitment campaigns.</li><li>7. Supply of instructions, admit cards, sample test papers and / or other allied items to the candidates.</li><li>8. Coordination, invigilation and supervision of the written tests at each Centre.</li><li>9. Supply and collection of test material to/from each test center.</li><li>10. Conduct test in all those cities from where at least 10 candidates have applied against any advertised post.</li><li>11. Evaluation and marking of test papers.</li><li>12. Results preparation with complete data processing.</li><li>13. Submission of test result in hard and soft copy format to the Client within the stipulated time.</li></ol>	

*Note: The charges per candidate include all activities as mentioned above from point 1 to 13.*

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

Name and Title of Signatory: \_\_\_\_\_



## Section VI - Form of Contract

### Hiring Services of Testing Agency for recruitments

This contract is made on dated \_\_\_\_\_, between Head, General Services Department, House Building Finance Company Limited (HBFC) (the "Client") having its Head Office at Karachi and M/s \_\_\_\_\_ (the "Firm", which expression shall, wherever the context so permits, include its successors in interest and assigns) through its Director/ Partner \_\_\_\_\_ who is duly authorized in this behalf having its office located at \_\_\_\_\_.

WHEREAS the Client wishes to hire the services of a Testing Agency for holding of tests for various recruitment/ selection campaigns; and

WHEREAS the Firm will conduct selection tests for House Building Finance Company Limited for a period of two years, and

WHEREAS the Firm has represented that, it has the capabilities, personnel, qualification and is willing to perform these services.

NOW THEREFORE THE PARTIES hereby agree as follows:

#### 1. Services

The Firm shall perform the services specified in this contract and the scope of activities of the Firm may include but will not be limited to:

1. Develop a testing calendar for various general/ specialized recruitment campaigns in consultation with the Client. The testing calendar shall possess following information:
  - a. Date of advertisement to be published in leading newspapers.
  - b. Last date for submission of application.
  - c. Date of holding written tests.
  - d. Date of submission of results to the Client.
2. Design testing product as per requirements of the Client. Testing product may comprise of objective and subjective questions.
3. Develop application forms in consultation with the Client and place it on its website.
4. The Firm would charge 50% of test fee directly from the candidate and remaining 50% of test fee to be paid by the Client.
5. The Firm shall shortlist the candidates as per eligibility criteria mentioned in advertisement.
6. Develop database of applications received against recruitment campaigns.
7. Supply of instructions, admit cards, sample test papers and/ or other allied items to the candidates.
8. Coordination, invigilation and supervision of the written

tests at each Centre.

9. Supply and collection of test material to/from each test Centre.
10. Conduct test in all those cities from where at least 10 candidates have applied against any advertised post.
11. Evaluation and marking of test papers.
12. Results preparation with complete data processing.
13. Submission of test result in hard and soft copy format to the Client within the stipulated time.
14. All other actions ancillary or incidental thereto

## **2. Term**

The Firm shall perform the Services for the period of two years (renewable contract on mutual consent) from the date of signing contract or any other period as may be subsequently agreed by the parties in writing.

## **3. Payment**

### **A. Ceiling**

For services rendered, the Client shall pay the Firm 50% of test fee on the basis of actual services rendered based on the understanding as agreed in Price Schedule (**Annexure-A**). This amount has been established based on the understanding that it includes all of the Firm's costs and profits as well as tax obligation that may be imposed on the Firm, from time to time.

### **B. Payment Conditions**

The firm shall submit its invoice for a task after completion of the task. Subject to approval and acceptance of the successful completion of task, the Client shall pay the invoice within a period of 30 days from the date of acceptance of the task.

## **4. Economic Price Adjustment**

In order to adjust the inflationary impact, the price adjustment provision has been included in the contract. The prices will be reviewed annually on the basis of inflation data issued by State Bank of Pakistan. Any decision taken in this regard by Client will be treated as final and binding upon the Firm.

## **5. Project Administration**

### **1. Coordinator**

The Client designates Mr./Ms. *[insert name]* as Client Coordinator and Mr./Ms. \_\_\_\_\_ as alternate Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

### **2. Timesheets**

The Firm may be required to complete timesheets as instructed by the Coordinator like:

- a. The Firm will conduct test as per needs of Client within 2-4 weeks from the date of intimation.

- b. The Firm shall send admit cards along with sample test and upload sample test on its website on same date.
- c. The Firm shall conduct the test on the date given by Client using its own resources with prior intimation of venues to the Coordinator.
- d. The Firm shall submit the test results within 10 working days of the test.
- e. A scheduled test shall not be cancelled by the Client except on a written request made by the Client or on account of force majeure. In the event a test is required to be cancelled for any reason other than on a written request made by the Client or on account of force majeure, the Firm shall inform the candidate at least three days in advance of the date of the test and the Firm shall be liable to conduct the test on such other time and date as may be notified by in consultation with the Client without charging any additional fee in the event a three days prior notice for cancellation of the test was not given, the Firm shall also be liable to refund 25 % of the test fee to the Client.

## **6. Performance Standards and Secrecy**

The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm will sign and comply with Integrity Pact.

The Firm shall be responsible for secrecy of test paper (Question Books) and other testing material prepared for this test. In case of breach of secrecy by the Firm or its any employee, the Firm shall be liable to pay liquidated damages to the client. The firm shall also keep the Client indemnified against any third party claims due to any breach of secrecy of the test papers and other testing material.

## **7. Termination**

The Client may The client may terminate this contract with prior notice of 30 days to the Firm without assigning any cause.

The Client may terminate this Contract without any prior notice in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause.

- (a) If the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Firm becomes insolvent or Bankrupt.
- (c) If the Firm, in the judgment of the Client 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 is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Firm fails to comply with any final decision reached as a result of proceedings pursuant to Clause 12 hereof.

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

(a) If the Client fails to pay any money due to the Firm pursuant to this Contract within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.

(b) 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.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.

**8. Confidentiality** The Firm shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client business or operations.

**9. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm for the Client under the Contract shall belong to and remain the property of the Client.

**10. Assignment** The Firm shall not assign this Contract or Subcontract any portion of it without written permission of Client.

**11. Interpretation** In case of any explanation of any clause or word, the interpretation given to it by the Client will prevail.

**12. No waiver** No delay in exercising any right under this contract shall be deemed a waiver of that as any other right and no waiver of any right shall be deemed a waiver of any other right under this contract.

**15. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan and the language of the Contract shall be English.

**15. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties or through mediation, shall be referred to arbitration in accordance with the Arbitration Act of 1940. Such proceedings will be held in Karachi.

**16. Other Provisions** a. In case any provision of this contract is held invalid for any reason, the other provisions shall remain in full force and will be implemented as far as possible.

b. The provisions of this Contract which by their nature extend beyond the termination or expiry shall survive the expiry or termination of this Contract.

c. Headings are for the convenience of reference and shall not affect the interpretation of the Contract.

**17. Indemnity**

The Firm shall keep the Client and its employees indemnified against any third party claims arising due to any act or omission of the Client including but not limited to any breach of this agreement or any provision of law, rules or regulations.

For and on behalf of Firm

For and on behalf of Client

M/s \_\_\_\_\_

Mr. \_\_\_\_\_

(Name & Signature)

(Name & Signature)

**Witnesses**

**Witnesses**

1.....

1.....

(Name & Signature)

(Name & Signature)

2.....

2.....

(Name & Signature)

(Name & Signature)

## Annexure A

<b>Particulars</b>	<b>Charges Per Candidate (Rs.)</b>
<ol style="list-style-type: none"><li>1. Develop a testing calendar for various general/ specialized recruitment campaigns in consultation with Client. The testing calendar shall possess following information:<ol style="list-style-type: none"><li>a. Date of advertisement to be published in leading newspapers.</li><li>b. Last date for submission of application.</li><li>c. Date of holding written tests.</li><li>d. Date of submission of results to the Client.</li></ol></li><li>2. Design testing product as per requirement of the Client. The testing product may comprise of objective and subjective questions.</li><li>3. Develop application forms in consultation with the Client and place it on its website.</li><li>4. The Firm would charge 50% of test fee directly from the candidate and remaining 50% of test fee to be paid by the Client.</li><li>5. The firm shall shortlist the candidates as per eligibility criteria mentioned in advertisement.</li><li>6. Develop database of applications received against recruitment campaigns.</li><li>7. Supply of instructions, admit cards, sample test papers and / or other allied items to the candidates.</li><li>8. Coordination, invigilation and supervision of the written tests at each Centre.</li><li>9. Supply and collection of test material to/from each test center.</li><li>10. Conduct test in all those cities from where at least 10 candidates have applied against any advertised post.</li><li>11. Evaluation and marking of test papers.</li><li>12. Results preparation with complete data processing.</li><li>13. Submission of test result in hard and soft copy format to the Client within the stipulated time.</li></ol>	

*Note: The charges per candidate include all activities as mentioned above from point 1 to 13.*

## **Section VII - Integrity Pact**

### **Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004**

\_\_\_\_\_ [the Firm] 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 it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Firm] 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, consultant, 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.

[The Firm] 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.

[The Firm] 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 right 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, [the Firm] 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 [the Contractor] 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.

## Section VIII - Letter of Acceptance

*[date]*

To: *[name and address of the Firm]*

This is to notify you that your Bid dated *[date]* for "Hiring the Services of Testing Agency" in accordance with the Instructions to Bidders is hereby accepted by the Client.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract Agreement.

Please return the attached Contract dully signed:

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

Name and Title of Signatory: \_\_\_\_\_

**Attachment: Contract**