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## **REQUEST FOR PROPOSAL**

### **Provision of Services of Head-Hunting Firms for Professional Grade Positions in NEECA**

**Issue Date: 6<sup>th</sup> December, 2024**

**Closing Time and Date: 11:00 AM, 23<sup>rd</sup> December, 2024**

**Opening Time and Date: 11:30 AM, 23<sup>rd</sup> December, 2024**

National Energy Efficiency and Conservation Authority (NEECA)  
Ministry of Energy (Power Division)  
Islamabad

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## Section - 1

### Instructions to Bidders (ITB)

#### A. General Provisions

##### 1. Definitions

- (a) “Agreed Rates” means price quoted by Headhunting Firm or the price negotiated between Client and the Headhunting Firm.
- (b) “Applicable Rules” means the Public Procurement Rules (as amended) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and enforced from time to time.
- (d) “Client” means the National Energy Efficiency and Conservation Authority.
- (e) “Headhunting Firm” means a legally established professional Headhunting Firm or HR Outsourcing Firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement including TORs of RFP signed between the Client and the Headhunting Firm.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Headhunting Firm, Joint venture Headhunting Firm or Partner.
- (i) “Government” means the Government of Pakistan.
- (j) “ITB” means the Instructions to bidders that provide with all information needed to prepare their Proposals.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal
- (l) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Headhunting Firms.
- (m) “Services” means the assignment to be performed by the Headhunting Firm pursuant to the Contract.
- (n) “TORs” means the Terms of Reference that explain the

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objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Headhunting Firm, and expected results and deliverables of the assignment.

## **2. Introduction**

2.1 The National Energy Efficiency and Conservation Authority (NEECA) in the FORM-1 intends to select a Headhunting Firm in accordance with the method of selection specified in the FORM-1.

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

2.3 NEECA will timely provide, at no cost to the Headhunting Firms, the inputs, relevant data, and relevant documents required for the preparation of the Headhunting Firm's Proposal as specified above.

## **3. Conflict of Interest**

3.1 Headhunting Firm has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Headhunting Firm or the termination of its Contract and/or sanctions by NEECA.

## **4. Unfair Competitive Advantage:**

4.1 Fairness and transparency in the selection process require that the Headhunting Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the FORM-1 and make available to all Headhunting Firms together with this RFP all information that would in that respect give such Headhunting Firm any unfair competitive advantage over competing Headhunting Firms.

## **B. Preparation of Proposals**

### **5. General Considerations**

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

### **6. Cost of Preparation of Proposal**

6.1 The Headhunting Firms shall bear all costs associated with the preparation and submission of its Proposal and NEECA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. NEECA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Headhunting Firm.

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**7. Language**

7.1 The Proposal, as well as all correspondence and documents relating to the Proposal submitted by the Headhunting Firm shall be written in the language(s) specified in the FORM-1.

**8. Documents  
Comprising the  
Proposal**

8.1 The Proposal shall comprise the documents and forms listed in the FORM-1.

8.2 Headhunting Firm shall submit the proposal including a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption.

8.3 The Headhunting Firm shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**9. Only One Proposal**

9.1 Headhunting Firms (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Headhunting Firm, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

**10. Proposal Validity**

10.1 RFP indicates the period during which the Headhunting Firm's Proposal must remain valid after the Proposal submission deadline.

10.2 During this period, the Headhunting Firm shall maintain its original Proposal, including the proposed rates, and the total price inclusive of all applicable taxes.

10.3 If it is established that any Key Expert nominated in the Headhunting Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with Clause 5 of ITB.

**a.  
Extension of  
Validity Period**

10.4 NEECA, should the need arise, may request, in writing, to all Headhunting Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

10.5 If the Headhunting Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

**11. Clarification and  
Amendment of RFP**

11.1 The Headhunting Firms may request a clarification of any part of the RFP during the period indicated in the FORM-1 before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the NEECA mailing address indicated in the FORM-1. NEECA will respond in writing, or by standard electronic means, and will send

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written copies of the response (including an explanation of the query but without identifying its source) to all Headhunting Firms. If the client deems it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

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

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

11.1.3 The Headhunting Firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline

**12. Technical Proposal Format and Content**

12.1 The Technical Proposal shall not include any financial information. Technical Proposal containing material financial information shall be declared non-responsive.

12.2 Depending on the nature of the assignment, the Headhunting Firms required to submit a Technical Proposal as indicated in the FORM-1 and using the Standard Forms provided in Section 3 of the RFP.

**13. Financial Proposal**

13.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment.

**a. Taxes**

13.2 The Headhunting Firms and Experts are responsible for meeting all tax liabilities arising out of the Contract.

**b. Currency of Payment**

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

**C. Submission, Opening and Evaluation**

**14. Submission, Sealing, and Marking of Proposals**

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

14.2 An authorized representative of the Headhunting Firm shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both.

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14.3 A Proposal submitted by a Joint Venture shall be signed by all members to be legally binding on all members, or by an authorized representative who has a power of attorney or any other permissible mode of authorization.

14.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Proposal.

14.5 The signed Proposal shall be marked “**ORIGINAL**”, and its copies marked “**COPY**” as appropriate. The number of copies is indicated in the FORM-1. All copies shall be made from the signed original proposal. If there are discrepancies between the original and the copies, the original shall prevail.

14.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”.

14.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**”.

14.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Headhunting Firm’s name and the address, etc.

14.9 If the envelopes and packages with the Proposal are not sealed and not marked as required, the NEECA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

14.10 The Proposal must be sent to the address indicated in the FORM-1 and received by the NEECA not later than the submission deadline indicated in the FORM-1, or any extension made therein. Any Proposal or its modification received by the NEECA after the deadline shall be declared late and rejected, and promptly returned unopened.

## **15. Opening of Technical Proposals**

15.1 NEECA shall conduct the opening of the Technical Proposals in the presence of the authorized representatives of the Bidders who choose to attend. The opening date, time and the address are stated in the FORM-1. The envelopes of Financial Proposal shall remain sealed and shall be securely stored until the same are opened.

15.2 At the opening of the Technical Proposals the following shall be read out:

- i. the name of the Headhunting Firm or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members (if required).
- ii. the presence or absence of a duly sealed envelope of Financial Proposal;

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- iii. any modifications to the Proposal submitted prior to proposal submission deadline; and
  - iv. any other information deemed appropriate or as indicated in the FORM-1.

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

**16. Proposals Evaluation**

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

**17. Evaluation of Technical Proposals**

17.1 NEECA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria specified in the FORM-1. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the FORM-1.

**18. Financial Proposals for QCBS**

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

18.2 Only the Financial Proposal of the technically responsive Bidders / Headhunting Firm shall be opened by the NEECA. All other Financial Proposals shall be returned unopened after the completion of grievance period or decision of the complaint, if any, in terms of PPRA Rules.

**19. Contract**

19.1 Contract form is included in the RFP, the Headhunting Firm is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price inclusive of taxes specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**20. Taxes**

**Bid Evaluation**

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

20.1 NEECA evaluation of the Headhunting Firm's Financial Proposal shall include all applicable taxes in accordance with the instructions in the FORM-1.

21.1 The total score shall be calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the FORM-1. Technically Qualified Headhunting Firm achieving the highest combined technical and financial score will be



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invited for negotiations / award of Contract.

**D. Award of Contract**

**22. Award of Contract** 22.1 After completing the evaluation process and negotiation if any, NEECA shall issue Letter of Intent to the highest combined technical and financial score.

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

**Section - 2**  
**FORM-1**

<b>A. General</b>	
<b>ITB Clause Reference</b>	<b>Description</b>
2.1	<p><b>Name of the Client:</b></p> <p style="text-align: center;"><b>NATIONAL ENERGY EFFICIENCY AND CONSERVATION AUTHORITY (NEECA)</b></p> <p><b>Method of Selection:</b> <i>Quality and Cost Based Selection Method</i></p>
2.2	<p><b>Financial Proposal</b> to be submitted together with <b>Technical Proposal</b> in a separate sealed envelope.</p> <p><b>Name of the Assignment:</b> PROVISION OF SERVICES OF HEADHUNTING FIRM FOR PROFESSIONAL GRADE POSITIONS IN NEECA</p>
2.3	The Client will provide <b>TORs</b> to facilitate the preparation of the <b>Proposals</b> .
<b>B. Preparation of Proposals</b>	
2.4	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence/exchange shall be in <u>English</u> language.
2.5	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><b><u>TECHNICAL PROPOSAL:</u></b></p> <p>Technical proposal shall comprise of following Documents and Forms:</p> <ol style="list-style-type: none"> <li>a. Authorization to sign the Proposal where applicable.</li> <li>b. Headhunting Firm’s Profile including Certificate of Incorporation or other relevant document.</li> <li>c. Profile &amp; Experience of Professional / Key Staff.</li> <li>d. List of Clients (Public &amp; Private Sector) along-with documentary evidence during last 05 Years for undertaking recruitment, evaluation, screening, shortlisting, background check, etc.</li> <li>e. List of Clients (Energy Sector) along-with documentary evidence during last 05 Years for undertaking HR recruitment, evaluation, screening, shortlisting, background check etc.</li> <li>f. List of Management level Employees recruited for various organizations during last 05 Years along-with documentary evidence</li> </ol>

	<p>g. Account Statement of last 03 Years depicting Average Annual Turnover</p> <p>h. Bid Security @ PKR 100,000/-. Checklist (Section 3)  <i>(Bid Security of unsuccessful bidders shall be returned. Furthermore, bid security of successful bidder shall be returned the time of signing of agreement and after providing Performance Guarantee of 8 %. Performance Guarantee may be forfeited in case of unsatisfactory performance)</i></p> <p>i. Proposal submission Form</p> <p>j. Certificate of Conformance</p> <p><b><u>FINANCIAL PROPOSAL:</u></b>  Financial proposal shall comprise of following Forms:</p> <p>a. Financial proposal submission Form</p> <p>b. Financial Bid / Proposal on prescribed format</p>
2.6	<b>Statement of Undertaking</b> is required.
2.7	<b>Proposals</b> must be valid for <b>90 days</b> .
2.8	Submission of the <b>Technical Proposal</b> in a <b>wrong format</b> may lead to the Proposal being deemed <b>non-responsive</b> to the RFP requirements.
2.9	Information on the Headhunting Firm's <b>tax obligations</b> can be found at: <a href="http://www.fbr.gov.pk">www.fbr.gov.pk</a>
2.10	The Headhunting Firm will be paid in <b>Pakistani Rupee (PKR)</b> .
<b>C. Submission, Opening and Evaluation</b>	
2.11	The Headhunting Firm shall <b>NOT</b> have the option of <b>submitting</b> their <b>Proposals electronically</b> .
2.12	The Headhunting Firm must submit: (a) <b>Technical Proposal:</b> one (01) original, and one (01) copy (b) <b>Financial Proposal:</b> one (01) original
2.13 2.14	The Proposals must be submitted on or before: <b>Date: 23.12.2024</b> <b>Time: 11:00 AM</b> On the outer sealed envelope mark the warning marking (" <b>Do not open before Day, Month, Year</b> ") The Proposal <b>submission address</b> is: <b>Asst. Director (Admin), National Energy Efficiency and Conservation Authority (NEECA), NEECA Building, Sector G-5/2, Islamabad, 44000</b>
2.15	<b>Pre Bid Meeting: 13.12.2024, 11:00 AM</b>

2.16	<p><b>The opening shall take place at:</b></p> <p><b>Date:</b> Same day of submission deadline i.e. <b>23.12.2024.</b></p> <p><b>Time:</b> 30 minutes after the time for the submission deadline i.e., 11:30 AM</p> <p><b>Address:</b> Committee Room, NEECA Building, Sector G-5/2, Islamabad</p>																				
2.17	<p><b>The following information will be read aloud at the opening of the Technical Proposal:</b></p> <p>The names of Headhunting Firms, duly signed Proposal, presence/absence of duly sealed financial envelopes and other information as indicated in the RFP.</p>																				
2.18	<p>Criteria for the evaluation of the Technical Proposals:</p> <p><b>(i) <u>Incorporation / Experience:</u> <span style="float: right;"><i>[10 Points]</i></span></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>More than 10 years</i></td> <td style="text-align: right;"><i>10 Points</i></td> </tr> <tr> <td><i>05 to 10 Years</i></td> <td style="text-align: right;"><i>05 Points</i></td> </tr> </table> <p><b>(ii) <u>Experience of providing recruitment, evaluation, screening, shortlisting, background checks etc. services to Private and Public Organizations in last 5 years:</u> <span style="float: right;"><i>[15 Points]</i></span></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>Clientele of more than 15 Organizations</i></td> <td style="text-align: right;"><i>15 Points</i></td> </tr> <tr> <td><i>Clientele of 10 to 15 Organizations</i></td> <td style="text-align: right;"><i>10 Points</i></td> </tr> <tr> <td><i>Clientele of 05 to 10 Organizations</i></td> <td style="text-align: right;"><i>05 Points (Min)</i></td> </tr> </table> <p><b>(iii) <u>Experience of providing recruitment, evaluation, screening, shortlisting etc. services to Energy Sector Organizations in last 5 years:</u> <span style="float: right;"><i>[10 Points]</i></span></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>Clientele of more than 05 Organizations</i></td> <td style="text-align: right;"><i>10 Points</i></td> </tr> <tr> <td><i>Clientele of more than 03 Organizations</i></td> <td style="text-align: right;"><i>05 Points</i></td> </tr> </table> <p><b>(iv) <u>Number of executive level positions recruited during the last 5 years for various organizations:</u> <span style="float: right;"><i>[15 Points]</i></span></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>More than 50 employees</i></td> <td style="text-align: right;"><i>15 Points</i></td> </tr> <tr> <td><i>35 to 50 employees</i></td> <td style="text-align: right;"><i>10 Points</i></td> </tr> <tr> <td><i>25 to 35 employees</i></td> <td style="text-align: right;"><i>5 Points</i></td> </tr> </table> <p><b>(v) Professional Staff of the bidder: <span style="float: right;"><i>[15 Points]</i></span></b></p>	<i>More than 10 years</i>	<i>10 Points</i>	<i>05 to 10 Years</i>	<i>05 Points</i>	<i>Clientele of more than 15 Organizations</i>	<i>15 Points</i>	<i>Clientele of 10 to 15 Organizations</i>	<i>10 Points</i>	<i>Clientele of 05 to 10 Organizations</i>	<i>05 Points (Min)</i>	<i>Clientele of more than 05 Organizations</i>	<i>10 Points</i>	<i>Clientele of more than 03 Organizations</i>	<i>05 Points</i>	<i>More than 50 employees</i>	<i>15 Points</i>	<i>35 to 50 employees</i>	<i>10 Points</i>	<i>25 to 35 employees</i>	<i>5 Points</i>
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<i>25 to 35 employees</i>	<i>5 Points</i>																				

	<p><i>Qualified staff with 07 years of experience in relevant field</i> <span style="float: right;"><i>Max 15 Points</i></span>  <i>(2.5 marks for each employee)</i></p> <p><b>(vi) <u>Average Annual Turnover of the Firm during last 03 Years [10 Points]</u></b></p> <p><i>More than 10 million</i> <span style="float: right;"><i>10 Points</i></span>  <i>Upto 10 Million</i> <span style="float: right;"><i>05 Points</i></span></p> <p><b>(vii) <u>Head Office / branch offices in Pakistan</u></b> <span style="float: right;"><b>[10 Points]</b></span></p> <p><i>Head Office/Branch offices in Pakistan</i> <span style="float: right;"><i>10 Points</i></span></p> <p><b>viii) <u>IT infrastructure to handle large volume recruitment projects [5 points]</u></b></p> <p><i>Online portal / ATS for handling application forms</i> <span style="float: right;"><i>5 Points</i></span></p> <p><b>ix) <u>Core Team and Resumes' of Supporting Staff</u></b> <span style="float: right;"><b>[10 Points]</b></span></p> <p><i>Atleast 2 Senior Consultants with 10 years of experience of recruitment, screening, evaluation, shortlisting etc. with reputed public/private and multinational organizations, and their associate consultants to be deputed for this assignment</i></p> <p style="text-align: right;"><i>10 Points</i></p> <p><b>The minimum technical score (St) required to pass is: 70 out 100 (weightage of technical evaluation is maximum of 70% whereas financial weighs 30%.</b></p>
<p><b>2.19</b></p>	<p>Financial Proposal shall include all applicable taxes.</p>
<p><b>2.20</b> <b>(QCBS only)</b></p>	<p>The <b>lowest evaluated Financial Proposal (Fm)</b> is given the <b>maximum financial score (Sf) of 100.</b></p> <p>The <b>formula</b> for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The <b>weights</b> given to the <b>Technical (T)</b> and <b>Financial (P)</b> Proposals are:</p> <p><b>T = 70% /weight</b>, and  <b>P = 30% / weight</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>

### Section - 3 Technical Proposal Checklists

Sr.#	Description	Status
1	Form-A: Technical Proposal Submission Form.	
2	Authority Letter etc.	
3	Headhunting Firm's Profile along with Incorporation Certificate or other relevant document including NTN certificate.	
4	Profile & Experience of Key / Professional Staff	
5	Financial Statements of last 03-Years	
6	List of Clients(Private and Public Organizations) to which recruitment, evaluation, screening, shortlisting, background check etc. services were provided along with documentary evidence(s) in last 5 years	
7	List of Clients(Energy Sector Organizations) to which recruitment, evaluation, screening, shortlisting, background check etc. services were provided along with documentary evidence(s) in last 5 years	
8	List of Management level Employees recruited for various organizations during last 05 Years along-with documentary evidence	
9	Demo/Details of IT infrastructure to handle large volume recruitment projects - Online portal / ATS for application forms handling mechanism	
10	Bid Security @ PKR 100,000/- in form of Bank Guarantee/Demand Draft/Pay Order/Call Deposit issued in favour of National Energy Efficiency and	
11	Undertaking that Firm is not blacklisted or banned from any Public Sector Organizations.	
12	Form: B - Certificate of Conformance	

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

## Technical Proposal Submission Form

{Location, Date }

To:

Administrative Officer,  
National Energy Efficiency and Conservation Authority  
(NEECA)  
Islamabad.

Dear Sir,

We, the undersigned, offer to provide the Headhunting Services for recruitment in NEECA in accordance with your Request for Proposal No..... PROVISION OF SERVICES OF THIRD PARTY HEADHUNTING FIRM FOR RECRUITMENT IN NEECA dated .....

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the required services not later than the date indicated in RFP.

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

Yours Sincerely,

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

Name & Title of Signatory: \_\_\_\_\_

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

## Technical Proposal Certificate of Conformance

{Location, Date}

I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal, due for opening on \_\_\_\_\_ for provision of requisite Headhunting Services for recruitment in National Energy Efficiency and Conservation Authority (NEECA). In addition to the conditions, we also agree to abide by all the areas and special instructions mentioned in RFP document. We also hereby categorically confirm that we are fully capable to provide Headhunting services for recruitment in NEECA as laid down in the terms of reference.

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

Name & Address \_\_\_\_\_

Designation & ID Card No. \_\_\_\_\_

NTN \_\_\_\_\_ GST No. \_\_\_\_\_

Date: \_\_\_\_\_ Official Seal: \_\_\_\_\_

**WITNESS**

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_

**WITNESS**

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

Designation: \_\_\_\_\_

CNIC No. \_\_\_\_\_



## Section - 4 - Financial Proposal

### Financial Proposal Submission Form

Date

To:  
Administrative Officer,  
National Energy Efficiency and Conservation Authority  
Islamabad.

Dear Sir,

We, the undersigned, offer to provide Headhunting services for recruitment in NEECA in accordance with your Request for Proposal No. \_\_\_\_\_ PROVISION OF SERVICES OF THRID PARTY HEADHUNTING FIRM FOR RECRUITMENT IN NEECA.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

### Financial Proposal Rates & In Total

<b>S. No.</b>	<b>Designation</b>	<b>No. of Posts (A)</b>	<b>Fee to be charged per post [in Rupees] (B)</b>	<b>Total charges [in Rupees] C = A +B</b>
<b>1</b>	<b>Joint Director</b>	<b>05</b>		
<b>2</b>	<b>Deputy Director</b>	<b>10</b>		
<b>3</b>	<b>Senior Assistant Director</b>	<b>05</b>		
<b>4</b>	<b>Assistant Director</b>	<b>10</b>		
<b>Grand Total</b>				

**Signature of the Authorized Person**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Note:**

- Quoted fee must be inclusive of all taxes and out of pocket expenses.
- The Financial Proposal must be signed and stamped by the authorized Person of the Headhunting Firm.
- The difference between amounts mentioned in words and figures, amount mentioned in words shall prevail.
- Actual payment to the Head Hunting Firm shall be made in terms of the Contract /RFP.

## Section – 5

### Terms of Reference

#### 1. **About The Authority:**

National Energy Efficiency and Conservation Authority (NEECA) is established through NEECA Act 2016 as a federal regulatory body under the Ministry of Energy (Power Division). NEECA has been mandated with promotion, implementation and regulation of energy efficiency and conservation (EE&C) through its provincially designated agencies across Pakistan. NEECA has developed its first ever strategic plan (2020-23) to save up to 3 Million Tons of Oil Equivalent (MTOE) through various interventions in five key sectors of the economy i.e. industry, building, transport, power and agriculture.

#### 2. **Objective:**

NEECA is committed to hire passionate, competent and creative professionals by providing equal employment opportunity to all. For this purpose, NEECA is seeking to engage a specialized head-hunting firm for identifying suitable candidates for NEECA Professional Grade (NPG) positions i.e. Joint Directors, Deputy Directors, Senior Assistant Directors and Assistant Directors, after careful behavioral and technical competency evaluation. The successful firm will have a demonstrated track record of hiring for similar positions in the Public and Private sector of Pakistan.

#### 3. **Scope of the Assignment:**

NEECA is inviting proposals from the Headhunting Firms to provide the following services and deliverables within prescribed timeframe. The work relates to recruitment process encompassing advertisement of the vacancies, receiving applications in response thereof, handling, processing, and preparing database of the applicants. It includes, short listing of the applications on the prescribed criteria advertised and segregating them into eligible & ineligible candidates by clearly mentioning the reasons of ineligibility and send reporting lists to NEECA, conduct initial interviews/evaluation as per the job description and the advertised criteria, after conducting initial interview of shortlisted candidates the Head Hunting Firm will share at least top 05 shortlisted candidates against each post with NEECA for further interviews along with their complete attested documents (as per advertised criteria) i.e education, experience certificates, equivalence certificates(if required), initial interview scoring by maintaining secrecy and accuracy. The candidates who already applied for these positions under NEECA previous advertisement should not apply or should not be shortlisted.

The initial eligibility/ineligibility list will be communicated to NEECA as per prescribed format (within defined timeline - 14 days after closing date) both in hard and soft forms. After conducting initial interview of provisionally eligible candidates, Detailed report of not shortlisted and **05 shortlisted candidates for each post** for the final round must be communicated to NEECA in a mutually agreed format within 15 days. The whole process from last date of advertisement till the final interviews of evaluated candidates by the head hunting firm should take not more than 30 days.

The Headhunting Firm will have to perform the following jobs in accordance with the guidelines and directions of the NEECA Management to be issued from time to time.

a) NEECA requires the services of a specialized recruitment/headhunting firm managing end to end recruitment for the following NEECA Professional Grade positions:

- a. Joint Director (No. of Posts: 05)
- b. Deputy Director (No. of Posts: 10)
- c. Senior Assistant Director (No. of Posts: 05)
- d. Assistant Director (No. of Posts: 10)

**Total No. of Vacant Posts: 30**

**Note: TORs of each post will be shared with the successful bidder**

**b) Recruitment Process:**

**a. Advertisement**

- i. Review advertisements for all the positions as may be declared vacant by the NEECA, which are made up as follows;
- ii. Hold at least one consultation meeting with NEECA focal person and provide expert advice/Input to ensure that the draft advertisement captures the job requirements.
- iii. The Calling of applications (Applications may be received through on-line or through conventional method or both). The official advertisement for the vacancies will be issued by the NEECA in the newspapers, however, the firm can post/use the same advertisement for sourcing purposes on their official sites or job boards. In case of any discrepancy from the actual post advertised by NEECA is found, firm will be solely responsible.
- iv. NEECA will process publishing of job advertisement in the newspapers and in the advertisement, an email/ postal address (as mutually agreed between NEECA and Firm) details of the firm will be mentioned for the submission of job applications.
- v. Candidates will directly apply on the medium prescribed by firm and NEECA (mutually agreed).

**b. Applications Handling:**

- i. The firm will receive the direct applications against the advertised positions as well as firm will reach out to potential candidates and provide information regarding position, by using multiple mediums.
- ii. The Firm will receive the applications against the advertised positions by assigning an “Application No.” and with record of “Date of receipt of application”. This “Application No.” and “Date of receipt of application” should be duly traceable, if required and will be provided to the applicants as acknowledgment of receipt of application. The Firm will ensure a mechanism that no application should be considered after the expiry of last date of submission of Applications.
- iii. The firm will develop a valid and reliable database for maintaining the record of all applicants against advertised posts and will ensure the minimum fields of the data base are available as determined by NEECA. This database will be a classified information and will not be used for any purpose other than for NEECA.
- iv. The firm must have the ability to process and evaluate above 1000 or more applications for recruitment of different categories.
- v. The Firm will be responsible for answering any query raised by the applicants and will resolve/guide the candidates in case of any difficulty/ambiguity faced

by them during the application process by maintaining a valid telephone number and a responsive e-mail facility.

- vi. The Firm will ensure a mechanism that only eligible candidates are able to submit applications against a particular position however information provided by the applicant will be crossed check with documentary evidence.
- vii. The screening of the applications will be made by the Firm as per NEECA provided guidelines and generate the candidates list with 'Eligible', 'Ineligible'.
- viii. The form at which candidates will apply should be customized as per the job criteria mentioned in the advertisement.

**c. Screening Process:**

- i. Receive all the applications, screen in line with the job requirements i.e. age, qualification and experience as advertised at closing date.
- ii. Recommend candidates by reaching out to potential candidates in the industry.
- iii. Conduct initial interviews, for all the candidates who meet the minimum requirement, to evaluate the technical and behavioral aspects of eligible candidates (telephonic/face to face /virtual) and share a detailed report by mentioning a reason of further consideration and a clear reason of non-consideration for the said post in subject stage.
- iv. Prepare and submit a report on each of the interviewed candidates.
- v. Recommend the top 10 candidates, against each post, suitable for the position for further interview by NEECA.
- vi. Provide advice and record of the interview proceedings during the final selection interview by NEECA.
- vii. Liaise with candidates during the recruitment process to ensure that candidates have a positive job application experience.

**d. Reporting:**

- i. Provide weekly updates to NEECA on the recruitment process in form of mutually agreed format.
- ii. Handover complete data of project pertaining to each recruitment with NEECA upon closure of the position.
- iii. The Headhunting Firm shall ensure that there is no conflict of interest of any of its shortlisting team with candidates.
- iv. The Headhunting Firm shall provide access to the process as and when required by NEECA for monitoring purpose.
- v. The Headhunting Firm shall ensure that the entire evaluation process shall be carried out in highly transparent, professional and objective manner using most modern techniques and best HR practices prevalent in the corporate world.
- vi. The Headhunting Firm shall be exclusively responsible to address complaints, demands and claims if any from the prospective candidates or any third party

with regard to shortlisting of candidates by the Headhunting Firm or any other act done in the course of performance of its duties accruing from the contract. The Headhunting Firm also undertakes to indemnify NEECA against any such complaints, demands and claims.

- vii. The Headhunting Firm shall ensure that all applicable laws are strictly adhered to in the course of evaluation/screening/shortlisting process.

NEECA reserves the right to withdraw one or more positions at any time (before and during the execution of contract), especially, if the referred candidates do not meet the desired quality, competency and experience.

#### **4. Deliverables / Services with timelines:**

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

- The Headhunting Firm will provide list of eligible/ineligible candidates for required positions within 14 Days to NEECA from the last date of receipt of applications as mentioned in job advertisement.
- Summary Reports of eligibility/ineligibility status of applicants along with reason and resume.
- After conducting final interviews of eligible candidates, detailed report of not shortlisted and 05 shortlisted candidates for each post for the final round to be communicated to NEECA in mutually agreed format within 15 days.
- Any other ancillary deliverable, if so required.

#### **5. Mode of Procurement:**

NEECA will use “Quality Cost Based Selection Method” under “Single Stage Two Envelope Procurement Procedure” for selection of Headhunting Firm under PPRA Rules.

#### **6. Evaluation of Bids:**

Evaluation Criteria for Technical and Financial Evaluation is provided in FORM 1 of RFP. Scores will be allocated based on evidence available in the Technical Proposal only. The Financial Proposal of only those technically responsive firms who obtained minimum 70% out of 100 marks in the Technical Evaluation shall be opened.

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

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

#### **7. Core Team required experts:**

At least 2 Senior Consultants having experience of at least 10 Years of recruitments, screening, evaluation, shortlisting etc. (with the well reputed public/private organizations as well as with the multinational organizations) and their associate consultants should be deputed for the accomplishment of the Assignment.

#### **8. Professional Liability of Headhunting Firm:**

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

**9. Queries:**

For any queries or additional information, please contact Mr. Ali Hashmi, Assistant Director (Admin), NEECA. Contact Number: 051-9209025

**10. Payment Mode:**

The payment for each position will be made to the Headhunting Firm after the completion of all project activities.

The Headhunting Firm shall submit an error free Invoice, in terms of the above said payment schedule, to NEECA with all supporting data / documents.

Subject to deductions of applicable taxes, levies, and penalties, if any, the NEECA undertakes to pay all valid Invoice in full within Thirty (30) days from raising of invoice.



**Section - 6**

**Draft Contract  
Agreement For Consultancy Services**

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

between

\_\_\_\_\_ (herein referred to as the “Client”) of the first part;

and

\_\_\_\_\_ (herein referred to as “Headhunting Firm”), of the second part.

The Parties hereto agree as under:-

**1. ARTICLE 1: THE ASSIGNMENT**

1.1 The Assignment, for which Services are required to be performed and delivered under this Agreement, is **Screening / Shortlisting of Applications for the Recruitment in National Energy Efficiency and Conservation Authority and any other relevant services ancillary thereto.**

**2. ARTICLE 2: SCOPE OF SERVICES**

2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Headhunting Firm for the Assignment under this Agreement as described in TORs of the RFP NO.... Title: PROVISION OF SERVICES OF THRID PARTY HEADHUNTING FIRM FOR RECRUITMENT IN NEECA dated .....

**3. ARTICLE 3: EFFECTIVE DATE OF COMMENCEMENT**

3.1 Effective Date of Commencement of Services shall be \_\_\_\_\_

**3.2 Term of Contract**

The term of the Contract shall be (04) four months from the date of commencement of Services, subject to extension / amendment, if any, under the Contract.

**3.3 Extension of Time**

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

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

#### 4.1 **Obligations of the Headhunting Firm**

- The Headhunting Firm shall be obligated to perform the obligation and services as described under the TORs forming part of RFP NO.....: PROVISION OF SERVICES OF THRID PARTY HEADHUNTING FIRM FOR RECRUITMENT IN NEECA dated ..... which shall be read as integral part hereto.
- The Headhunting Firm shall perform Services as an independent Headhunting Firm in accordance with recognized standards, applicable laws and regulations.
- The Headhunting Firm shall appoint 02 Senior Consultants who shall represent the Headhunting Firm for purposes of this Contract and shall be responsible for the administration of the Contract including performance of Services thereunder. They shall remain in contact with the representative of the Client to keep it fully informed on all matters relating to the provision of Services by the Headhunting Firm.
- In case the Client does not appoint any of the shortlisted candidate for a position and decides to re-advertise the position, if so require by the Client, the Headhunting Firm shall undertake re-doing of screening / shortlisting of fresh applications on same terms (“Re-doing of screening / shortlisting for a position”).
- The Headhunting Firm shall carry out the Services with due diligence and efficiency and in conformity with sound HR practices.
- The Headhunting Firm shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound financial, administrative and managerial practices.
- The Headhunting Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Headhunting Firm shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Headhunting Firm or sub-Headhunting Firm to perform any part of the Services.
- The Headhunting Firm agrees that no proprietary and confidential information received by the Headhunting Firm from the Client shall be disclosed to a third party unless the Headhunting Firm receives a written permission from the Client to do so.

#### 4.2 **Obligations of the Client**

The Client shall provide to the Headhunting Firm:

- The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Senior

Consultants of the Headhunting Firm.

- The Client shall take all necessary measures to make timely payments to the Headhunting Firm as stipulated herein.

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

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

- The payment for each position will be made to the Headhunting Firm upon completion of project.
- For clarity, the Headhunting Firm shall also be entitled to payment at Agreed Price for Re-doing of screening / shortlisting for a re-advertised position.
- Subject to deductions of applicable taxes, levies and penalties, if any, the NEECA shall pay the relevant Invoice in full within Thirty (30) days from receipt of invoice.
- All payments shall be made by NEECA to the Headhunting Firm in PKR.

## **6. ARTICLE 6: ADDITIONAL SERVICES**

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

## **7. ARTICLE 7: TERMINATION**

### **7.1 End of Services**

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

### **7.2 Termination by the Client**

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

### **7.3 Termination by the Headhunting Firm**

The Headhunting Firm may suspend the Agreement by a written notice of thirty (30) days only if the Headhunting Firm does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Headhunting Firm after thirty (30) days of notice of suspension, the Headhunting Firm may terminate this Agreement in

whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Headhunting Firm under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Headhunting Firm.

**8. ARTICLE 8: FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or any other events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

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

**9. BLACKLISTING**

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

**10. ARTICLE 9: RESOLUTION OF DISPUTES**

In case of any dispute or conflict arising out of this Contract, the Parties agree first to try in good faith to settle the dispute by referring the matter to mediation. In case, the Parties failed to resolve the matter through mediation within 15-days from the reference of the matter, either party may refer the matter to Arbitrator within 07-days of failure of mediation. The place of arbitration shall be Islamabad. The arbitration proceedings shall be governed by the Arbitration Act, 1940, as amended, and the rules made thereunder. The award of the Arbitrator shall be final.

**11. ARTICLE 10: APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at Islamabad shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

**12. ARTICLE 11: CONTRACT AMENDMENT**

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

**13. ARTICLE 12: NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: The Headhunting Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

FOR AND ON BEHALF OF NEECA  
(Client)

FOR AND ON BEHALF OF (The Headhunting Firm)

Signed by: -----

Signed by: -----

Designation: -----

Designation:-----

(Seal)

(Seal)

Witness:

Witness:

Signed by: -----

Signed by: -----