

INVITATION TO BID**HIRING OF HR COMPANY/FIRM FOR UPGRADATION OF GHPL'S SERVICE RULES**

Government Holdings (Private) Limited is a Company registered under the Companies Ordinance 1984 (currently Companies Act 2017) to manage Government of Pakistan's working interests in petroleum exploration and production joint ventures. The registered office of the GHPL is at Floors (5th & 7th), Petroleum House, Ataturk Avenue, G-5/2, Islamabad.

GHPL invites sealed bids from experienced and reputable HR Company/Firm, having valid registration with tax and other relevant authorities, for upgradation of service rules. The HR Company/Firm must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan.

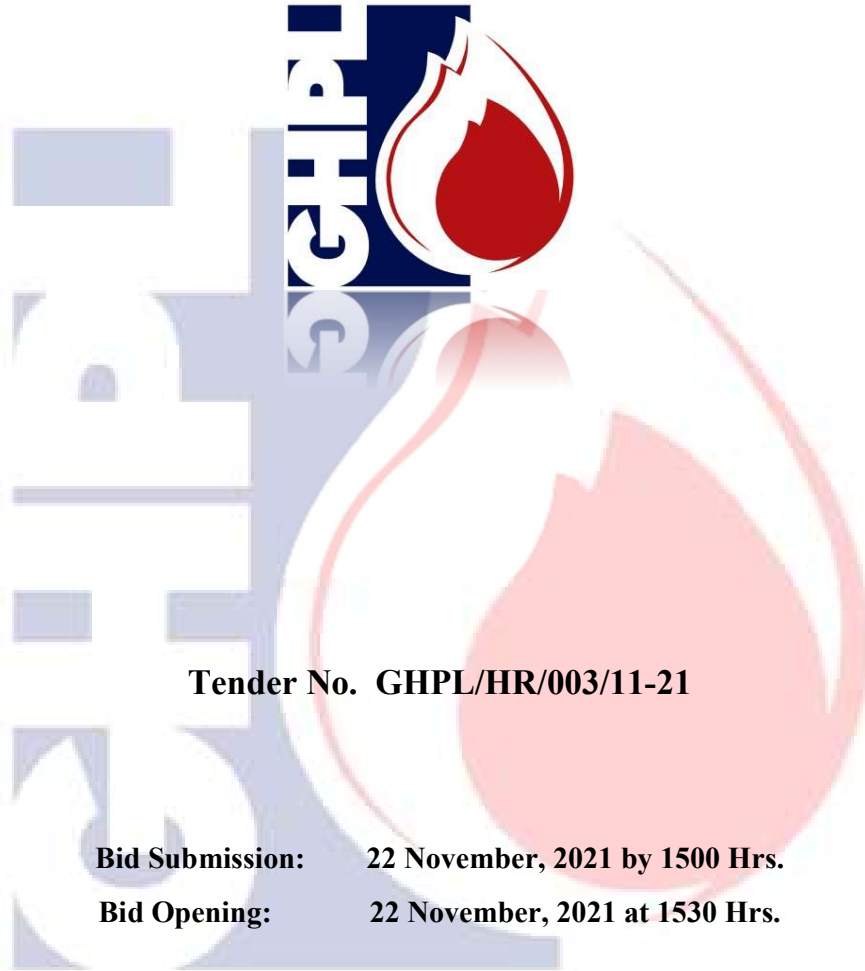
Bidding documents, containing all information including instruction for preparation and submission of bids, bid evaluation criteria, format of contract, form of bid, format of performance guarantee, etc. are available for the interested bidders to be downloaded from the website of GHPL (www.ghpl.com.pk). Prospective bidders may request a clarification on any aspect of bidding documents till **18 November, 2021**.

Bids, prepared in accordance with the instructions provided in the bidding documents, must reach at following address on or before **22 November, 2021** at 1500 hrs. Technical bids will be opened on the same day at 1530 hrs. In case the day of bid submission and technical bid opening falls on a public holiday, next working day shall be considered as the deadline for the same. This notice is also available on PPRA website at www.ppra.org.pk.

Dy General Manager (HR & Administration)
Hiring of HR Company/Firm for
Upgradation of GHPL's Service Rules,
Government Holdings (Private) Limited
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9211236-37
Email: procurement@ghpl.com.pk

BIDDING DOCUMENTS (BD)

HIRING OF HR COMPANY/FIRM FOR UPGRADATION OF GHPL'S SERVICE RULES



Tender No. GHPL/HR/003/11-21

Bid Submission: 22 November, 2021 by 1500 Hrs.

Bid Opening: 22 November, 2021 at 1530 Hrs.

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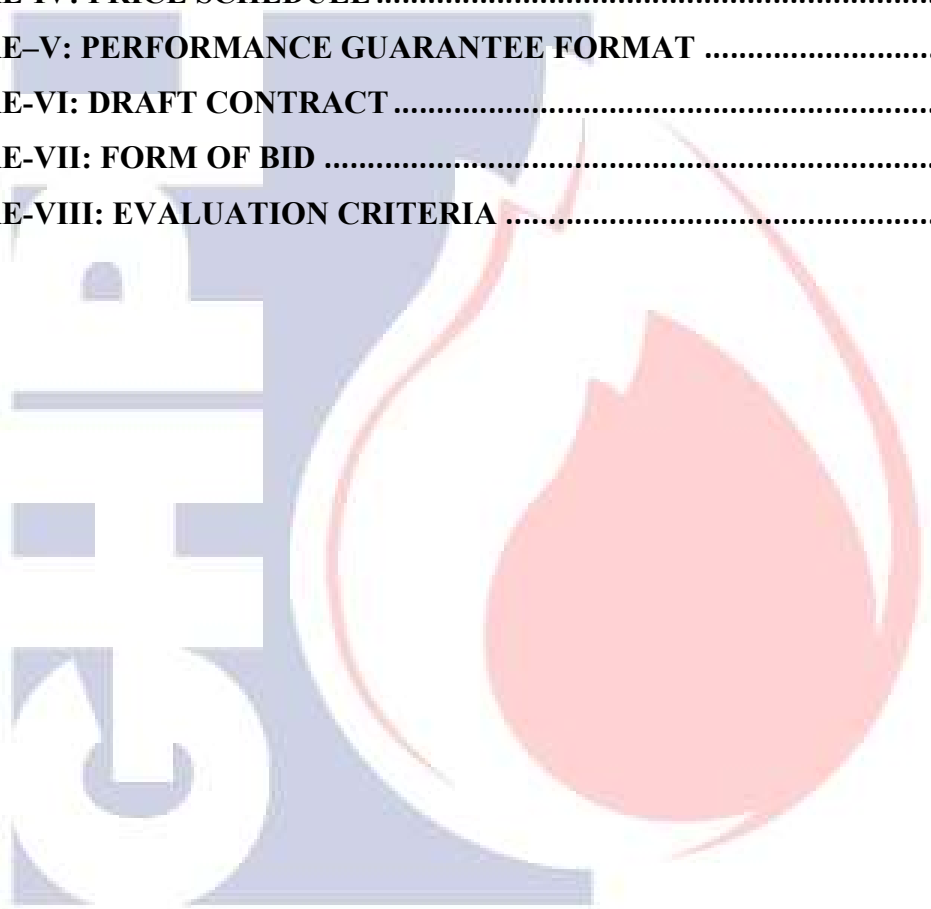
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INVITATION TO BID

Government Holdings (Private) Limited (GHPL) invites bids for Hiring of HR Company/Firm for upgradation of GHPL's Service Rules. Detailed scope of work is provided at **Annexure-I**.

Bids are invited under a "Single Stage Two Envelope Bidding Process" which consist of a sealed Technical bid and sealed Financial bid, which must be submitted in separate envelopes. The bids shall be clearly marked as Technical and Financial "Bid for Hiring of HR Company/Firm for the upgradation of GHPL's Service Rules, (Tender No. GHPL/HR/003/09-21)" in bold and legible letters. The envelope shall be labeled with the name, address and contact number of the bidder.

Bids prepared in accordance with the instructions provided in this bidding documents must reach at following address on or before **22 November, 2021** at 1500 hrs. Technical bids will be opened on the same day at 1530 hrs. In case the day of bid submission and opening falls on a public holiday, next working day shall be considered as the deadline for the same.

Dy General Manager (HR & Administration),
Hiring of HR Company/Firm for Upgradation of
GHPL's Service Rules,
Government Holdings (Private) Limited,
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.

INSTRUCTIONS TO BIDDERS

The objective of “Instructions to Bidders” is to provide bidders information to submit their bids in response to this Bidding Documents (BD), according to the requirements defined in this BD and in the same order/sequence as set forth in this BD. Bidders are required to fulfil the below requirements for their bids:

- 1) Bidders downloading the BD from GHPL website (www.ghpl.com.pk) shall send an acknowledgement to GHPL by email at “procurement@ghpl.com.pk”. The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared to such provided contact person(s). GHPL assumes no liability for non-receipt of communication/clarifications for such bidders who do not share the required contact details.
- 2) Each bidder shall submit only one bid, multiple submission of bids shall render the bidder disqualified.
- 3) The bidder will have to comply with all laws applicable in Islamic Republic of Pakistan.
- 4) Bid bond amounting to Rs. 100,000/- (Pak Rupees One Hundred Thousand Only) shall be submitted in the form of bank guarantee or pay order or demand draft in favor of GHPL. The bid bond shall be enclosed in the Technical Bid. No bid shall be entertained without bid bond. Bid bond shall be retained up to 210 days and the bids shall remain valid up to 180 days from the date of Technical Bids opening. A bid bond format is attached herewith at **Annexure-II**. The bid bond shall be issued by a scheduled bank in Pakistan.
- 5) The bid bond of technically disqualified bidders will be returned along with their unopened financial bids and the bid bond of the technically qualified but financially disqualified bidders will be returned after publication of the final evaluation report or on the expiry of validity of the bid bond, whichever is earlier. The bid bond of the successful bidder will be released upon receipt of the required performance guarantee.
- 6) The bid bond may be forfeited in case of occurrence of any of the following:
 - a) Bidder withdraws its bid before the bid validity date;
 - b) Bidder fails to extend the validity period of the bid bond to match any extension of the bid validity date in accordance with the terms and conditions of this BD;
 - c) Successful bidder, fails to furnish the required performance guarantee as per BD requirement.
- 7) The bidders will submit their bids in one (01) original and two (02) complete copies of the bid (technical and financial separately) along with one soft copy on USB drive, in PDF as well as native MS Word/Excel formats. The soft copies of Technical and Financial bids shall be enclosed in respective envelopes of original bid. All the pages of the Technical & Financial bids must be sequentially numbered. All the pages of the financial bid and Form of Bid (technical bid) must be stamped & signed by the representative authorized at clause 6 of the Form of Bid

(Annexure-VII). All other pages of the technical bid must be stamped and initialed by the representative authorized at clause 6 of the Form of Bid.

- 8) GHPL may, at any time prior to the deadline for submission of the bids, on its own initiative or in response to a clarification requested by the bidder(s), amend the BD, on any account, for any reason. All amendment(s) shall be part of the BD and binding on the bidders. GHPL shall notify the amendment(s) in writing within reasonable time prior to the bid submission date.
- 9) GHPL may, at its exclusive discretion extend the deadline for the submission of the bids in which case all rights and obligations of the GHPL and the bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 10) Within the original validity of the bids, GHPL may request the bidders to extend their bid validity for another period not exceeding the original bid validity. The bidder who chooses not to extend their bid validity as may be required by GHPL; their bid will be deemed withdrawn and their bid bond shall be returned.
- 11) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 12) GHPL will respond by electronic mail to any request for clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing the details of the bidders. An SMS/text message or phone call will not be regarded as a communication for the purpose of this BD and cannot be referred as such and shall not be deemed legally binding. GHPL foresees that while clarifying a query, a bidder's identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by GHPL.
- 13) GHPL may hold a prospective bidders' Pre-bid Meeting at GHPL Office in Islamabad as may be decided by GHPL to which prospective bidders will be invited. Prospective bidders may attend the Pre-bid Meeting at their own cost.
- 14) GHPL reserves the right to amend, modify, supplement or withdraw this BD or extend the deadline for submission of the bid at any time and to reject all the bids received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.
- 15) Bidders shall submit their technical bids as per the requirements mentioned in **Annexure-III**.
- 16) Duly completed, signed and stamped **Annexure-IV: Price Schedule** shall be submitted as financial bid. Prices will be quoted in Pak Rupees; any other currency will be rejected. While submitting their bids, bidders shall be responsible to include all applicable duties / taxes / levies etc. (Federal and/or Provincial) and out of pocket expenses in their quoted rates. Omission, if any, shall be the sole responsibility of the bidder. All taxes and duties shall be borne by the bidder as per applicable laws. GHPL will not be responsible for any erroneous calculation of

taxes or any differences arising out of tax incidence and computation and shall be fully borne by the successful bidder.

- 17) The successful bidder shall furnish a performance guarantee to GHPL in the form of a bank guarantee or pay order or demand draft issued by a scheduled bank in Pakistan of an amount equal to Rs. 200,000/- (Pak Rupees Two Hundred Thousand Only) upon signing of the Contract. Failure to furnish the performance guarantee within the stipulated time will entitle GHPL to consider the bidder as having abandoned the tender. The performance guarantee shall be valid up to 180 days or as may be extended by the HR Company/Firm from time to time. The performance guarantee in the form of bank guarantee shall be in accordance with the format provided at **Annexure-V**.
- 18) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 19) The successful bidder shall sign a contract with GHPL as per the draft provided at **Annexure-VI**. Successful bidder shall bear all costs associated with entering into the contract.
- 20) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid", as per format given in **Annexure-VII**, with official stamp affixed on it is not provided;
 - b. Form of Bid is not submitted in original, on bidder's letterhead and with signatures, as required, and official stamp. Copy (whether scanned colour copy or photocopy) would not be acceptable;
 - c. Bid bond is not submitted in the Technical Bid;
 - d. Bids submitted without FBR registration certificates and bidder not being appearing on Active Tax Payer list of FBR;
 - e. Bid having not fully filled-in/quoted price schedules or quoted in currency other than Pak Rupees (PKR);
 - f. Bid is un-sealed, un-signed, partial, conditional, alternative, late;
 - g. Bidder(s) has been found blacklisted during evaluation stage or prior to the award of contract;
 - h. Each bidder shall submit only one bid, multiple bid submissions shall render the bidder disqualified; and
 - i. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 21) The bids will be evaluated as per the evaluation criteria provided at **Annexure-VIII**. Bidders are required to secure at least 65 Technical Score (TS) on overall basis for technical qualification. Financial bids of technically qualified bidders will be opened in the presence of their representatives who choose to attend. The contract will be awarded on Quality and Cost Based Selection (QCBS) method, on 70% quality and 30% cost basis.
- 22) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and GHPL shall in no case be responsible/liable for those costs/expenses.

- 23) Any bid received by GHPL after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail / courier.
- 24) The bids shall be opened at the specified time and place in presence of the authorized representatives of the bidders who choose to attend.
- 25) During the examination, evaluation and comparison of the bids, GHPL at its sole discretion may ask any bidder for clarifications of its bid. The request for clarification and the response shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.
- 26) Bids submitted via email or fax shall not be entertained.
- 27) GHPL does not accept:
- a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidder or its advisors during the bidding process and responses to requests for information/clarification and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidder or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
- 28) The Bidder agrees that:
- a) it will conduct its own investigation and analysis regarding any information, statements or representations contained in the information and will rely on its own enquiries and seek appropriate professional advice;
 - b) it does not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.
- 29) The decision of GHPL shall be final and GHPL will not be liable for any loss or damage to any party acting in reliance thereon.
- 30) GHPL reserves the right to forfeit the Bid Bond and/or blacklist any Bidder who breaches any terms and conditions of this BD.
- 31) The prospective bidder may request a clarification on any aspect of this BD till **xx October, 2021**. Any request for clarification must be sent in writing to:

Dy. General Manager (HR & Administration),
Government Holdings (Private) Limited,
E-mail: procurement@ghpl.com.pk

ANNEXURE-I: SCOPE OF WORK

Government Holdings (Private) Limited is a Company registered under the Companies Ordinance 1984 (currently Companies Act 2017) to manage Government of Pakistan's working interests in petroleum exploration and production joint ventures.

GHPL intends to hire services of a reputable HR Company/Firm having excellent experience in developing, revising, and implementing HR policies and procedures, analyzing existing HR framework (organogram, job description etc.) and recommending HR policies that are currently in vogue in dynamic and growth-oriented oil and gas companies, exploration & production companies and other companies of similar nature and stature, etc.

Broad scope of services/terms of reference of HR Company/Firm includes but not limited to the following:

1) Terms of Reference (TOR)

- a. In depth analysis of the Company's current HR policies and procedures and undertake a thorough review with the aim to identify the rules which lack necessary detail w.r.t. its applicability, detailed mechanism, procedure, etc.;
- b. Identify the key areas where the Company policies do not exist, and there is a need to formulate appropriate policies to cater for the situations e.g. pandemic like situation requiring work-from-home policy of the Company;
- c. Identify the areas where Company policies are available but they are vague, ambiguous, subject to multiple interpretations, and create hiccups for the Company's Management and HR department during implementation of such policies instead of facilitating the Management of its applicability/enforcement with abundant clarity, while giving sufficient flexibility to the Management to take a decision in the prevalent circumstances;
- d. Undertake a comparison of Company's HR policies vis-à-vis other public and private E & P sector companies (public and private sector E&P companies including but not limited to OGDCL, PPL, MPCL, UEPL, MOL etc. be used in the basket for benchmarking).
- e. Improve the HR policies with the aim that they do not serve as a bottleneck in the growth of the Company and enable the Management and Board to take dynamic decisions to keep/retain the well-trained and well-experienced human resource of the Company;
- f. Ensure that the HR manual provide well-elaborated procedures, the decision-making authority is identified, and provide for appropriate checks and balances;
- g. Suggest best international standard/market practices, preferably in public and private E & P sector companies, to cater for the present and future requirements of the Company.
- h. Assess the Company's department and position wise workload and identify the skills, job requirements, human resources and analyse the gaps.

- i. Based on the analysis, drafting new Service Rules that includes but not limited to the following policies:
- Recruitment, selection and employment
 - Compensation & benefits
 - Annual performance appraisal system including KPI's performance-based reward and recognition
 - Promotion and career development
 - Leave (annual, medical, casual, sick, maternity, paternity, study leaves etc.)
 - Medical including health insurance
 - Death in service (group life insurance etc.)
 - Travel (local/ foreign)
 - Company vehicle
 - Employee advances and loan
 - Vehicle monetization
 - Mobile phone
 - Laptop/computer
 - Employees messing
 - Terminal benefits (provident fund, gratuity, pension and leave encashment)
 - Training & development
 - Internship and trainee program
 - Code of business conduct
 - Discipline
 - Hajj and Umrah
 - Separation, resignation, retirement
 - Conflict of interest
 - Anti-corruption
 - Health safety environment
 - Work place anti-harassment
 - Grievance and redressal
 - Transfer/attachment/secondment/deputation of company employees to other companies, government departments, organizations and public sector companies
 - Attachment/deputation of executives and staff with GHPL from government departments/organizations/public sector companies
 - Next of kin
 - Work from home
 - Employee higher education and professional certification
 - Employee/staff security (on job as well as field work)
 - Employee/staff welfare
 - Corporate social responsibility

2) Deliverables

- a. Propose HR policies that cater for future organization requirements, growth and progression opportunities;

- b. The HR Company/Firm shall give detailed presentation(s) to the HR Committee of GHPL for the said task including the methodology and the process along with the timelines of the deliverables.
- c. The HR Company/Firm shall undertake to provide services with the highest international standards of professional practice, ethical competence and integrity with production of verifiable and auditable record (both hard and soft) for the whole process.
- d. The HR Company/Firm shall, without incurring any additional cost to GHPL, be liable to re-perform and rework all or any part of the work/services which are deficient in any manner.
- e. During the process, the HR Company/Firm shall comply with all the legal requirements mandatory for developing of service rules in public sector companies.
- f. The HR Company/Firm will ensure that no copyright infringement, intellectual property abuse, etc. takes place in completion of this assignment. GHPL will not be responsible/liable for any claim/damages in case of any violation/breach of intellectual property rights by the HR Company/Firm.
- g. Final draft of the service rules will be presented by the HR Company/Firm to the HR Committee of the Board and/or the Board of Directors itself for approval.
- h. Assessment report on Company's department and position wise workload including but not limited to required skills, job requirements, human resources, and the gaps etc.
- i. The timeframe for completion of this assignment is maximum three (03) months from date of signing the contract and extendable with mutual consent of both parties.

3) Technical Approach and Methodology

The applicant will explain understanding of the objectives and scope of job/TORs of the assignment, approach to provide these services, and methodology for carrying out the assignment.

4) Work Plan

The applicant must propose work plan against the main activities of the assignment, its content and estimated duration, describing phasing and interrelations along with the milestones. The proposed work plan should be consistent with the technical approach and methodology, showing clear understanding of the TORs and ability to translate them into a deliverable working plan. The applicant will provide project timeline in its technical proposal.



ANNEXURE-II: BID BOND FORMAT

(ON NON-JUDICIAL STAMP PAPER AT APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Government Holdings (Private) Limited (GHPL),
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2,
Islamabad

Dear Sirs,

In consideration of Messrs. _____ hereinafter called the "Bidder" having submitted the accompanying bid for **Hiring of HR Company/Firm for upgradation of GHPL's Service Rules (Tender No. GHPL/HR/003/09-21)** and in consideration of _____ value _____ received _____ from _____ we hereby agree to undertake as follows:

1. To make un-conditional payment of Rs. 100,000/- (Pak Rupees One Hundred Thousand Only) upon your written demand without further recourse, question or reference to the Bidder or any other person, in the event of the withdrawal of the aforesaid bid by the Bidder before the end of the period specified in the bid, after the opening of the same for the validity thereof; or if no such period to be specified, within 210 days after said opening or in the event that the Bidder within the period specified thereof the Bidder shall fail to execute such further contractual documents, if any, as may be required by GHPL or on the Bidder's failure to give the Performance guarantee as may be required.
2. To accept written intimation(s) from you as sufficient evidence of the existence of default or non-compliance as aforesaid on the part of the Bidder and to make payment immediately upon receipt of the written intimation.
3. No grant of time or other indulgence to, or composition, or arrangement with the Bidder in respect of the aforesaid bid with or without notice to us shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments hereunder.
4. The bid bond shall be binding on us and our successors in interest and shall be irrevocable.

For and on behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)

ANNEXURE-III: TECHNICAL BID REQUIREMENTS

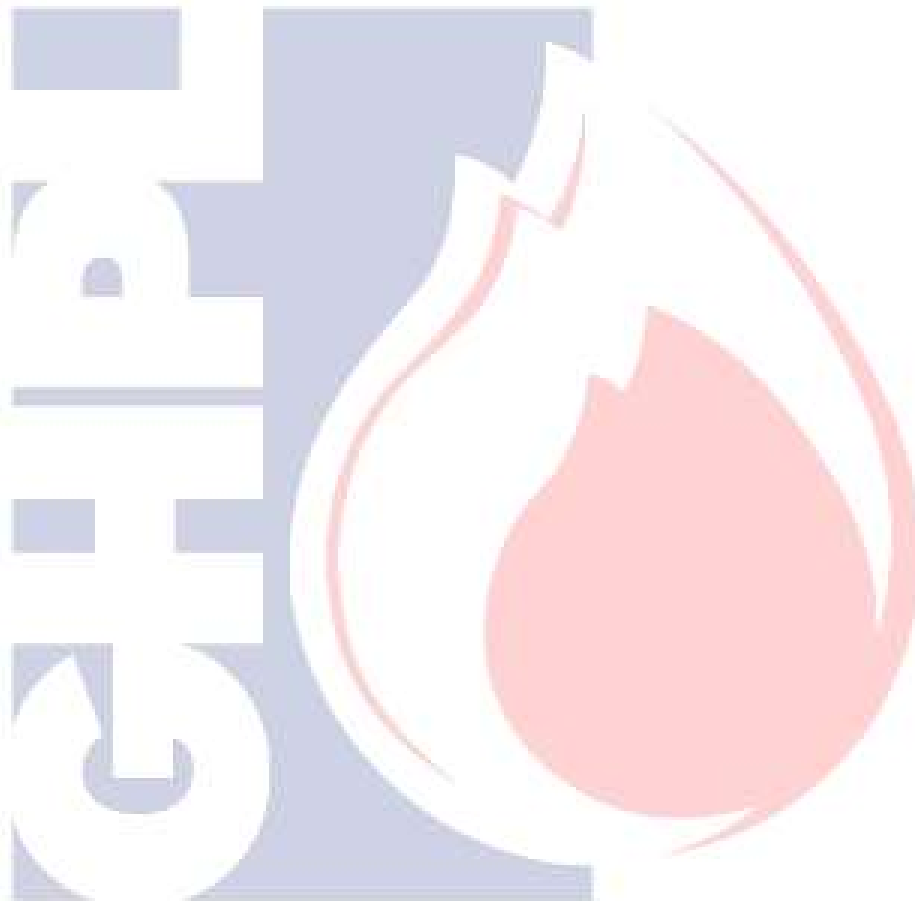
GHPL may visit the office(s) of the Bidders during the evaluation in order to verify the information provided in the Technical Bid.

Bidders shall use the following matrix as an index to their technical bid. The technical bids shall be evaluated/scored in accordance with the documents provided as detailed below:

| S/N | Attributes | Reference Page in Bid |
|-----|---|-----------------------|
| 1. | Complete Company/Firm profile including name, registered office address, telephone, fax and e-mail address and web address (if any), complete contact details of the contact person, details of branch offices. | |
| 2. | Proof of Certificate of Incorporation or Registration or equivalent e.g. SECP registration certificate, registration from registrar of firms etc. | |
| 3. | NTN & GST registration certificates. | |
| 4. | Last 3 years audited accounts or bank account statements. | |
| 5. | Proof of international affiliations as required at Sr. 4 of Table-1: Technical Evaluation Score Sheet of Annexure-VIII Corporate Framework | |
| 6. | Proof of size of the Company/Firm, number of employees at officer/executive level. Details to be provided as required at Sr. 2 of Table-1: Technical Evaluation Score Sheet of Annexure-VIII Evaluation Criteria. | |
| 7. | Detail of availability of the data of the peer basket companies with evidence of completion of the project as required at Sr. 4 of Table-I: Technical Evaluation Score Sheet of Annexure-VIII Corporate Framework | |
| 8. | Proof of similar projects completed (with details of each assignments). Details to be provided as required at Sr. 1 of Table-1: Technical Evaluation Score Sheet of Annexure-VIII Evaluation Criteria. | |
| 9. | Profiles/CVs of team who will carry out this assignment, if awarded. Detailed profile/CV of the team to be provided as required at Sr. 2 of Table-1: Technical Evaluation Score Sheet of Annexure-VIII Evaluation Criteria. | |
| 10. | Commentary/appraisal outlining understanding of the Scope of Work/Services and methodology to be undertaken. Details to be provided as required at Sr. 3 of Table-1: Technical Evaluation Score Sheet of Annexure-VIII Evaluation Criteria. | |
| 11. | Bid Bond as per requirements of the BD. | |
| 12. | Form of Bid as per the format given in Annex-VII. | |

Note:

All pages of the Technical Bid must be sequentially numbered, stamped and signed/initialed by the representative authorized at clause 6 of the Form of Bid.



ANNEXURE-IV: PRICE SCHEDULE

| S. No | Description | Quantity | Total fee Exclusive of Taxes (PKR) | Applicable Taxes (PKR) | Total fee Inclusive of Taxes (PKR) |
|-------|---|--------------|------------------------------------|------------------------|------------------------------------|
| 1 | Assignment Fee (Lump sum) | 01 (package) | | | |
| | Total fee inclusive of Taxes (PKR) | | | | |
| | Out of Pocket Expenses | | | | |
| | Total fee inclusive of taxes and out of pocket | | | | |

Financial quote is a lump-sum fee in accordance with the scope of work. The Financial evaluation will be based on the total assignment fee and out-of-pocket expenses. All numbers/figures in financial quote should be clearly mentioned, otherwise, the quote shall be considered non-responsive. Applicable taxes will be charged as per prevailing laws.

Note:

- 1. All pages of the Financial Bid must be sequentially numbered and stamped & signed by the representative authorized at clause 6 of the Form of Bid.**

ANNEXURE-V: PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER AT APPLICABLE RATE, BASED ON GUARANTEE VALUE)

Government Holdings (Private) Limited (GHPL),
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2,
Islamabad.

Subject: Surety Guarantee for Rs. 200,000/- (Pak Rupees Two Hundred Thousand Only) on behalf of [insert HR Company/Firm name] as performance guarantee for **Hiring of HR Company/Firm for the upgradation of GHPL's Service Rules**, (Tender No. GHPL/HR/003/09-21).

Dear Sirs,

In the sum of Rs. 200,000/- (Pak Rupees Two Hundred Thousand Only)
To you in Islamabad

In consideration of your having issued the award of contract for **Hiring of HR Company/Firm for the Upgradation of GHPL's Service Rules**, (Tender No: GHPL/HR/003/09-21) to M/s..... called the HR Company/Firm and in consideration for value, received from HR Company/Firm, we [Insert name of the Bank] (a banking company incorporated under Companies Act, 2017 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at [Insert address] (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of Rs. 200,000/- (Pak Rupees Two Hundred Thousand Only) at any time on your written demand(s) without further resource, question or reference to HR Company/Firm or any other person, in the event of default or non-performance and / or non-fulfillment by HR Company/Firm of his obligation's liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Company and to make payment accordingly within 03 (three) days of receipt thereof.
3. The performance guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective and binding upon us for up to 180 days or as may be extended by the HR Company/Firm from time to time. The Surety shall notify GHPL in the event that the HR Company/Firm does not apply for renewal of this performance guarantee ten days prior to the expiry date of this performance guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by contract with HR Company/Firm in respect of the performance of his obligations under and in



pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.

5. This performance guarantee shall be binding on us, our successors including successors in interest, administrators and legal representatives, and shall be irrecoverable.

6. This performance guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of the HR Company/Firm.

7. No delay or failure to exercise any right or remedy under this performance guarantee by GHPL shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by GHPL shall be valid unless made in writing and duly signed by concerned representatives of the GHPL.

8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against GHPL shall be available to the Surety against GHPL in connection with any of the Surety's obligations to GHPL under this performance guarantee. The Surety shall make all payments under this performance guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to GHPL, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to GHPL such additional amount necessary to ensure that GHPL receives an amount equal to the amount which it would have received had no such deduction or withholding been made.

9. The performance guarantee shall be binding upon and insure to the benefit of GHPL and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this performance guarantee except with the prior written consent of GHPL.

10. No payment to GHPL under this performance guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by GHPL.

11. If one or more of the provisions of this performance guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this performance guarantee.

12. Ten days before expiry of the performance guarantee, Surety shall notify the beneficiary in writing about the same.

For and on behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)

ANNEXURE-VI: DRAFT CONTRACT

The Contract for Hiring of HR Company/Firm for the Upgradation of GHPL's Service Rules, (hereinafter referred to as "this Contract") is made on this _____ day of _____, 2021

By and between

Government Holdings (Private) Limited (GHPL), a public sector company established under the Companies Ordinance, 1984, having its registered office at Floor (5th & 7), Petroleum House, Ataturk Avenue, G-5/2, Islamabad (hereinafter referred as '**Client**') which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assigns of the one part;

and

M/s _____, (hereinafter called **HR Company/Firm**) on the other part.

Both Client and the HR Company/Firm may be collectively referred to hereinafter as "the Parties" and either of them individually as "Party".

AND WHEREAS Client intends to engage the HR Company/Firm for the upgradation of GHPL's service rules and to perform the scope of work;

AND WHEREAS the HR Company/Firm warrants and represents that the HR Company/Firm has necessary knowledge and relevant experience and capability to provide the services in accordance with the terms of this Contract.

AND WHEREAS the HR Company/Firm has qualified through bidding process and has agreed to such engagement to perform and complete the required services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and contracts the Parties hereto, agree to the following terms and conditions:

1. Appointment

1.1 The HR Company/Firm undertakes and agrees that it shall provide the Services and carry out its obligations under this Contract in accordance with the scope of work with all due diligence, care, efficiency and economy and to the acceptable standards. The HR Company/Firm acknowledges and agrees that it shall, without incurring any additional cost to Client, be liable to re-perform and rework all or any part of the Services which are deficient in any manner. The HR Company/Firm shall always act, in respect of any matter relating to work/services, as faithful advisor to the Client and shall at all times support and safeguard Client's legitimate interests in any dealings.

1.2 The HR Company/Firm agrees and undertakes that it shall upon completion of Services submit the same and a report of the same for Client's approval.

1.3 This Contract shall become effective upon the signing by the Parties and will remain effective till all the obligations of the HR Company/Firm under this Contract will be satisfactorily performed.

2. Scope of Work

GHPL has appointed the HR Company/Firm for the upgradation of GHPL's Service Rules, as per the activities mentioned at Annexure-I "Scope of Work".

3. Term & Termination

3.1 This Contract shall be valid for _____ months within which the HR Company/Firm shall be required to complete the assigned work.

3.2 Notwithstanding the foregoing, Client may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on the HR Company/Firm Seven (07) days' prior written notice.

3.3 Without prejudice to any other remedy for breach of Contract available to the Company, the Company may by written notice of default sent to the HR Company/Firm, terminate the Contract in whole or in part if the HR Company/Firm fails to correct the default within ten (10) days (or such other period as the Client may authorize in writing) of the receipt of the said notice of default. The HR Company/Firm shall be in default:

- i. If the HR Company/Firm fails to deliver any or all of the Services within the time period(s) specified in the Contract, or within the extension (if any) thereof granted by the Client; or
- ii. If the HR Company/Firm fails to perform any obligation(s) under the Contract; or

3.4 If the Contract is terminated as mentioned herein above then the performance guarantee as submitted by the HR Company/Firm will be confiscated and HR Company/Firm shall not be entitled for payment for any Services rendered under the Contract.

4. Payments

4.1 Charges for the Services to be rendered for said assignment shall be PKR [_____] / (Amount in words: Pak Rupees [_____] Only) which are fixed till completion of all contractual obligations and are inclusive of all kind of out of pocket expenses and taxes. No revision in price, on any pretext, is allowed or permitted.

4.2 All payments shall be made through crossed cheque in Pak Rupees (PKR) in favor of the HR Company/Firm.

4.3 No payment shall be made to the HR Company/Firm in advance as mobilization advance or on any other account.

4.4 Hundred percent (100%) payment to be made within one month of successful completion & acceptance of the assignment and provision of original error free invoices. Copy of services receipt note (SRN), duly signed & stamped by the HR Company/Firm, is required to be attached with the invoice for processing of payment. Invoice without SRN shall be considered incomplete and ineligible for payment processing.

4.5 The payment shall be made to the HR Company/Firm only when it is on the Active Taxpayers List (ATL) of FBR. If the HR Company/Firm is not in ATL at the time of processing of invoice, no payment shall be made until the HR Company/Firm appears in ATL of FBR.

4.6 Payment shall be made, through cross cheque in the Pakistani Rupees (PKR), within 30 days after submission of valid error free invoices duly verified and accepted by GHPL.

4.7 The relevant applicable tax laws shall be applied on invoices and payment. Taxes shall be deducted at source as per applicable laws at the time of payment.

5 General Standard of Performance by the HR Company/Firms

- a) The HR Company/Firms shall carry out the Services with due diligence and efficiently and shall exercise such skill and care in the performance of the HR Consultancy Services as are consistent with recognized professional standards.
- b) The HR Company/Firms shall act at all times so as to protect the interests of the Client, and will take all reasonable steps to keep all expenses to a minimum.

6 Information

The HR Company/Firms shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

7 Confidentiality

7.1 The HR Company/Firm agrees to hold in confidence for a period commencing with the signing date and ending five (5) years following the Term of this Contract, any information supplied to it by the GHPL and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.

7.2 The HR Company/Firm further agrees to require its consultants and employees to enter into appropriate nondisclosure contracts relative to such confidential information as may be communicated to them by the HR Company/Firm and / or the GHPL.

7.3 The provisions of clause 6 shall not apply to information within any one of the following categories:

- a. information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
- b. information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;

- c. information received by a Party from any other Person which did not have a confidentiality obligation with respect thereto; and
- d. other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Contract, unless the other Party provides its express prior written consent thereto.

8 Conflict of Interest

GHPL policy requires that the HR Company/Firm shall provide professional, objective, and impartial advice and at all times hold the interest of GHPL paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. HR Company/Firm has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of GHPL. Failure to disclose said situations may lead to the termination of this Contract and forfeiture of Performance Security.

9 Governing Laws and Dispute Resolution

The HR Company/Firm and Client hereby agree to respect and abide by all applicable laws and regulations of Pakistan. Any dispute relating to this agreement shall be settled through applicable laws of Pakistan and the venue of such arbitration or legal proceedings shall be Islamabad.

10 Proprietary Rights of the Client in Reports and Records

All reports and relevant data including working papers and supporting records or materials compiled or prepared in the course of the Recruitment Services shall be confidential and shall be the property of the Client. The HR Company/Firms shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

11 Language

All reports and recommendations and general correspondence from the HR Company/Firms to the Client shall be in the English language.

12 Miscellaneous

12.1 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed on behalf of the HR Company/Firms by the Project Manager or his designated representative and on behalf of the Client by Mr.

_____.



12.2 Addresses of the Parties

For the Client:

**Government Holding (Private) Limited,
Floor 5th & 7th, Petroleum House Building,
Sector G-5/2, Islamabad**

For the HR Company/Firm:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year indicated in paragraph 1.

For and on behalf of **CLIENT**

For and on behalf of **HR Company/Firm**

.....
(Signature)

.....
(Signature)

.....
(Name in block capitals)

.....
(Name in block capitals)

.....
(Position in Company)

.....
(Position in Company)

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

ANNEXURE-VII: FORM OF BID

Government Holdings (Private) Limited (GHPL),
Tender for Hiring of HR Company for the Upgradation of GHPL's Service Rules,
Petroleum House, 5th & 7th Floors,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9211236-37

Sir

Reference your Tender No. GHPL/HR/003/09-21 for hiring of HR Company/Firm for the upgradation of GHPL's service rules.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding Documents (BD). We acknowledge that GHPL is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. If our bid is accepted and we are declared successful bidder, we at our own expense will provide, within the timelines as provided in the BD or as communicated by GHPL, the performance security as per the requirements of the BD.
3. We agree to abide by this BD for a period of one hundred and eighty (180) days from the technical bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s [name of Company/Firm] and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state-owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law.
5. We submit herewith our bid as one (01) original and two (2) hard copies, including the requisite bid bond, along with one soft copy on USB drive in PDF as well as native MS Word/Excel formats, of technical and financial bids enclosed in respective envelopes.
6. We do hereby appoint and authorize Mr./Ms. (full name and official address) who is presently employed with us and holding the position of [(designation)] in [name of the Company/Firm] to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to GHPL in all matters including but not limited to clarifications etc., in connection with our bid till the award of the contract. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have done by us.

7. The decision of GHPL shall be final and GHPL will not be liable for any loss or damage to any party acting in reliance thereon.
8. We have gone through the terms/conditions of this BD and have found the document in whole as non-biased to any particular company/contractor/vendor or product/ brand. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of this BD. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
9. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid and our disqualification.
10. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of the GHPL.
11. We acknowledge that GHPL reserves the right to blacklist any Bidder who breaches any terms and conditions of this BD.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

Authorized Signature: _____
Name and Title of Signatory: _____
Name & Address of Firm: _____
Cell No. of Signatory: _____
e-mail address of Signatory: _____
Mailing address of Signatory: _____

Acceptance by representative authorised at Clause 6 above:

Signatures of Authorised Representative: _____
Name and Title: _____
Name & Address of Firm: _____
Cell No.: _____
e-mail address: _____
Mailing address: _____

ANNEXURE-VIII: EVALUATION CRITERIA

The evaluation committee shall evaluate the bids on the basis of responsiveness to the scope of work and evaluation criteria provided herein.

1. Technical Evaluation Criteria:

The following criteria shall be used for evaluating technical competencies of the bidders. Detailed scoring sheet is appended below in Table-1. Bidders are required to **secure at least 65 Technical Score** on overall basis for technical qualification.

| S. No. | Description | Total Score | Allocated Score | Obtained Score | Remarks |
|----------|---|-------------|-----------------|----------------|--|
| 1 | Relevant Experience / Corporate credentials and clientele for HR consultancy | 25 | | | |
| a | Similar projects for Public Sector E&P companies (5 number for each project) | | 15 | | Please provide detailed information on consultancy assignments most relevant to this project in last 5 years. Specify the scope & size of the project (total budget, geography, clientele headcount, quantum of activity) along with proof of completion of the projects |
| b | Similar projects for Other E&P companies (5 number for each project) | | 10 | | |
| 2 | Team Structure | 20 | | | |
| a | Team Leader having minimum 15 years of relevant experience | | 10 | | The team should comprise a Team Leader with Technical Experts. Please enclose/attach their CVs. The team must consist of experts who possess at least 10-15 years of leadership experience in the HR field in public private sector. The firm must have demonstrated experience of leading the strategic HR Function of a large private sector or multinational organization. |
| b | HR experience/expert with minimum 10 years of relevant experience (2 marks for each member) | | 10 | | |
| 3 | Approach and Methodology | 30 | | | |
| a | Methodology | | 10 | | Understanding of Company's business process and |

| | | | | | |
|--------------------------------|---|------------|----|--|--|
| | | | | | objectives, review of job profile/comparisons, benchmark aligned with Terms of Reference section 2.1 |
| b | Workplan | | 10 | | Timeline, milestones, deliverables, basket size |
| c | Presentation | | 10 | | Industry Awareness & Understanding of GHPL, Technical Knowledge etc. |
| 4 | Corporate Framework | 25 | | | |
| a | Affiliation with recognized international HR Consultancy Company/Firm | | 05 | | |
| b | Peer Basket (availability of data of usage/benchmarking) (5 marks for each company) | | 20 | | |
| Total Score | | 100 | | | |
| Technical Passing Score | | 65 | | | |

Weightage for Technical Bids (TW): (Marks Obtained out of 100) x 70/100

2. Financial Evaluation Criteria

Financial bids will be opened only for those Companies/Firms who will secure at least **65 marks** in Technical Evaluation. Criteria for evaluation of financial bids is as under:

| Criteria | Points |
|--|---|
| The lowest financial bid will obtain the highest Financial Score (FS). | Formula for award of marks is as under: $FS = 100 \times (\text{Lowest Financial Bid Value} / \text{Financial Bid Value to be evaluated})$ |

Weightage for Financial Bids (FW): Financial Score (FS) x 30/100

Final Score

Final Score shall be calculated as per the following formula:

Final Score = Weightage for Technical Bids (TW) + Weightage for Financial Bids (FW)

The contract will be awarded to the firm /company obtaining highest rank in Final Score.

NOTE: In case two or more bidders obtained same Final Score then preference will be given to bidder having the highest marks at its technical evaluation stage.