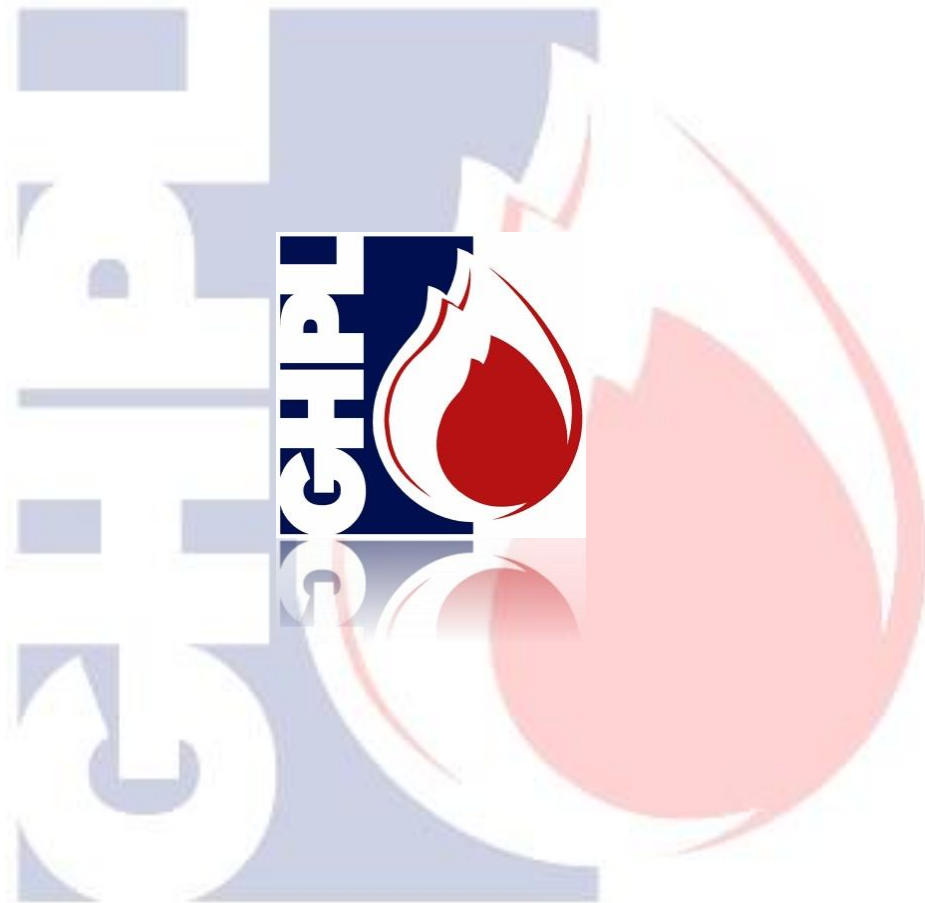


GOVERNMENT HOLDINGS (PRIVATE) LIMITED

PRE-QUALIFICATION OF FIRMS PROVIDING HEADHUNTING SERVICES



Pre-Qualification Document No:	GHPL/Gen/01/07-25
Closing Date:	July 29, 2025 at 03:00 PM
Opening Date:	July 29, 2025 at 03:30 PM

TABLE OF CONTENTS

<u>INSTRUCTIONS TO APPLICANTS</u>	<u>4</u>
A. PREPARATION OF PROPOSALS	4
B. SUBMISSION OF APPLICATIONS	4
C. EVALUATION AND SELECTION	4
D. MISCELLANEOUS	5
<u>ANNEXURE-I: SCOPE OF WORK</u>	<u>6</u>
<u>ANNEXURE-II: APPLICANT'S INFORMATION</u>	<u>9</u>
<u>ANNEXURE-III: TECHNICAL REQUIREMENTS</u>	<u>10</u>
<u>ANNEXURE-IV: EVALUATION CRITERIA</u>	<u>11</u>
FORM-A: SUMMARY OF RECRUITMENT CONSULTANCY PROJECTS	12
FORM-B: SUMMARY OF HEAD HUNTING OR OTHER HR RELATED ASSIGNMENTS	13
FORM-C: CV's OF THE PROJECT TEAM	14
FORM-D: DETAIL OF OFFICES	15
<u>ANNEXURE-V: FORM OF APPLICATION</u>	<u>16</u>
<u>ANNEXURE-VI: FORM OF AGREEMENT</u>	<u>18</u>

NOTICE FOR PREQUALIFICATION

PRE-QUALIFICATION OF FIRMS PROVIDING HEADHUNTING SERVICES

1. Government Holdings (Private) Limited (GHPL) invites e-applications from reputable HR consultants, companies/firms, registered with Income Tax and Sales Tax Department to prequalify the firms providing headhunting services.
2. Electronic prequalification documents, containing detailed requirements, terms, and conditions are available for the registered applicants on EPADS at www.eprocure.gov.pk and on GHPL website www.ghpl.com.pk.
3. The electronic proposals, prepared in accordance with the instructions incorporated in the prequalification documents, must be submitted by using EPADS on or before **July 29, 2025, at 03:00 PM**. Manual proposals shall not be accepted. Electronic Proposals will be opened on the same day at 03:30 PM.

Dy General Manager (HR & Administration),
'Pre-Qualification of Firms Providing Headhunting Services',
Government Holdings (Private) Limited,
5th & 7th Floors, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
E-mail: procurement@ghpl.com.pk

INSTRUCTIONS TO APPLICANTS

This section aims to provide applicants with the necessary information for preparation and submission of their Applications.

A. PREPARATION OF PROPOSALS

1. The Applicants may download the prequalification document (PD) from the Company's website www.ghpl.com.pk or from EPADS www.eprocure.gov.pk.
2. The Applicants will submit their application in accordance with the terms and conditions of the PD.
3. The Applicants will have to comply with all laws applicable in Islamic Republic of Pakistan.
4. GHPL reserves the right to amend PD before the deadline for submission of Applications. Any amendments will be shared through EPADS portal and the same will be part of prequalification document and binding on the applicants.
5. An SMS/text message or phone call will not be regarded as a communication for this PD cannot be referred to as such and shall not be deemed legally binding.
6. GHPL may, at its exclusive discretion extend the deadline for the submission of the applications in which case all rights and obligations of the GHPL and the Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.
7. The Applicant may request clarification on any aspect of this PD till **July 25, 2025**.
8. GHPL may hold a prospective Applicants' Pre-Bid Meeting at GHPL Head office. Prospective Applicants may attend the Pre-Bid Meeting at their own cost.
9. The language of the applications shall be English. Any printed literature/documents/certificates etc. furnished by the Applicants in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.

B. SUBMISSION OF APPLICATIONS

1. The Applications shall be uploaded in PDF format on EPADS portal www.eprocure.gov.pk on or before **July 29, 2025** ('Closing Date') at 03:00 pm. Applications will be opened at 03:30 pm on the same day at GHPL's office and Applicants' authorized representative(s) will be allowed to attend the opening ceremony. Only application received through EPADS shall be accepted and any hard copy submitted in lieu of application uploaded on EPADS shall not be accepted.
2. Each applicant shall submit only one application, multiple submissions of applications shall render the applicant disqualified.
3. GHPL reserves the right to amend, modify, supplement, or withdraw this PD or extend the deadline for submission of the application at any time and to reject all the applications received and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part.
4. The Applicants shall bear all costs/expenses associated with the preparation and submission of the applications and GHPL shall in no case be responsible/liable for those costs/expenses.

C. EVALUATION AND SELECTION

1. The applications will be rejected if any of the shortcomings found in Annexure-III.
2. The applications will be evaluated as per the evaluation criteria provided in Annexure-IV. Applicants are required to secure at least 65 Technical Scores (TS) on an overall basis for technical qualification.

3. During the examination, evaluation, and comparison of the applications, GHPL at its sole discretion may ask any applicant for clarifications of its application. The request for clarification and the response shall be in writing/email.
4. Top Three applicants who secure highest marks in the evaluation criteria will be declared as prequalified. The successful applicants shall be qualified for a period of three (3) years.
5. The pre-qualified panel shall have to sign an agreement with GHPL for the qualification period as per draft attached as Annexure-VI.
6. During the qualification period, requirements will be shared with the selected panel through limited competitive bidding process as and when required basis.
7. GHPL shall call financial quotations from the prequalified panel based on the requirements.

D. MISCELLANEOUS

1. GHPL does not accept:
 - i. 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 applicant or its advisors during the prequalification process and responses to requests for information/clarification and questions raised by an applicant; or
 - ii. any liability for any loss or damage suffered or incurred by the applicant 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.
2. The Applicant agrees that:
 - i. 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;
 - ii. It does not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency, or reliability of the information.
3. 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.

ANNEXURE-I: SCOPE OF WORK

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

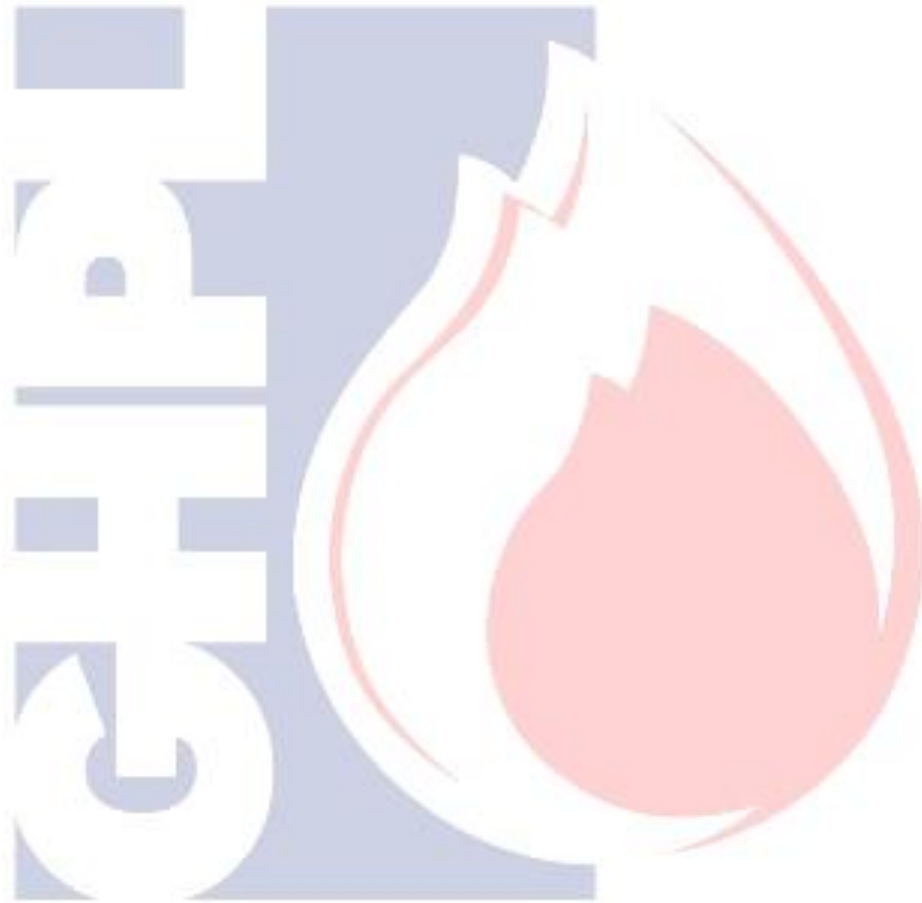
- a. Publication of Job Advertisements:** The selected Headhunter will design the advertisement for inviting applications for recruitment to the posts available from time to time or as directed by GHPL. The Headhunter shall also use other sources to gather the pool of candidates.
- b. Short Listing of Applications:** The applications will be shortlisted by the HR Consultant/Headhunter. The Headhunter will examine each application for eligibility as per the criteria given in the advertisement.
 - i.** The Headhunter will initially prepare a comprehensive database with basic criteria of requirement for age, qualification, experience etc. followed by remarks for addition/deletion in the initial stage. Total applications along with required documents to be kept safely and shall be shared upon request by the client.
 - ii.** Subsequently the Headhunter will prepare the initial shortlisting of eligible candidates along with their brief profile. The Headhunter will further provide a comprehensive report including candidates complete data, basis of shortlisting, consultant assessments/analysis/method, candidate's traits to match with role profile etc. Furthermore, the shortlisting method widely available and practiced by consultants may be implemented to obtain a transparent yet ideal pool of candidates.
 - iii.** The Consultant may take the Management input (if required) and provide the finalized list of candidates for further process.
- c. Test for the Positions:** The Headhunter will conduct assessment written tests for non-managerial positions as required by GHPL. The assessment test has to be technical as well as behavioral and prepare in consultation with GHPL. The test results have to be shared by the Headhunter with GHPL.
- d. Interviews:** The Headhunter will make a merit list by interviewing the candidates before sending its recommendations to GHPL Management. Headhunter will make sure that the credentials of the candidates recommended for interview are duly verified by the HEC/Competent Authority. The shortlisted candidates (at least five candidates per position) will then be called for selection interview by GHPL to further establish suitability of the candidates. Under the guidance of the GHPL Management, the Headhunter will take necessary measures to call candidates for selection interview, which will include, but may not be limited to, dispatch of interview call letters and emails, required coordination with the selected candidates.
- e. Record/Report of Recruitment:** All record/report related to recruitment of various positions has to be provided by the Headhunter, record should contain summarize details of each step of recruitment to maintain fairness. All the original record including resumes, test results etc.

SPECIAL TERMS AND CONDITIONS

1. The Headhunter will endeavor to carry out the recruitment search and send the shortlisted resumes within three (3) weeks from the closing date of advertisement. However, in case of highly technical positions, the variation in timelines will be mutually agreed.

2. The agreed payment of fees for executive search will only be made in case any potential candidates provided by the Headhunter gets selected. No claim for any payment in relation to executive search will be entertained in case no candidate is selected by GHPL management.
3. In the event, a candidate accepted by GHPL, resigns from his position for any reason whatsoever within six (6) months of employment, except in case of redundancy, the Headhunter would make available to GHPL a suitable replacement at no extra cost.
4. The appointment or any of the assignments may be terminated by GHPL or the Headhunter forthwith upon the occurrence of any breach, default or noncompliance by the Headhunter or GHPL, of any of the terms & conditions, provided this breach/default is not remedied in fifteen (15) days.
5. **Performance Standards:** Headhunter undertakes to perform the services more specifically with the highest standards of professional/ethical competence and integrity. Furthermore, the Headhunter undertakes to verify the accuracy and veracity of the employee's qualifications/experience prior to recommending the same to GHPL.
6. **Personal Liability:** The Headhunter shall be held liable for its inability to meet GHPL deadlines and will be held responsible for its will-full failure to perform the services enumerated.
7. **Warranties and Covenants:** The Headhunter hereby covenants that it has obtained all permissions, and is compliant with all laws, rules and regulations and meets all international standards of research and that it will undertake to meet all deadlines for the successful search of suitable executives for GHPL.
8. **No incurrence of Liability:** Neither Party shall, without the other Party's prior written approval, incur any liability on behalf of such other Party nor make any representation unless defined nor give any warranty on behalf of such other Party.
9. **Confidentiality:** The Headhunter shall ensure that his attorney, officers directors, Headhunters and agents, and each of its respective permitted successors and assigns, will hold in confidence all documents and other information and whether technical or commercial or HR related which is of a confidential nature supplied to it by or on behalf of GHPL relating to this project and shall not (save as required by law or appropriate regulatory authorities or prospective lenders, or invertors in, or investors as aforesaid), publish or other wise disclose or use the same of any of its obligatory other than as set out. If the service is terminated for any cause the Headhunter undertakes to deliver to GHPL or to its designated representatives, compilations studies and other documents and similar materials and copies thereof. Any confidential information provided, disclosed or revealed to the Headhunter, its offices, employee's agents and representatives prior to the date hereof shall be subject to all the terms.
10. **Governing Law and Dispute Resolution:** The signed contract (MOU), if any, shall be solely governed by the substantive and procedural laws of the Islamic Republic of Pakistan and the language of correspondence and reporting shall be English and the venue of such arbitration proceedings will be Islamabad under Arbitration Act 1940.

Reference Check: Headhunter will perform a reference check of the candidates, if offered employment in GHPL and documents be shared with the client.



ANNEXURE-II: APPLICANT'S INFORMATION

Applicant's Information		
Sr. #	Required Information	Response
1	Legal name of the Applicant	
2	Year of Registration / Establishment of the Applicant	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Applicant'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of Applicant:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	

ANNEXURE-III: TECHNICAL REQUIREMENTS

The applications will be rejected if any of the shortcomings found in below table.

Sr. No.	Attributes	Reference Page in Application	Attached (Yes/No)
1.	Applicant provides full compliance to scope of work/terms of reference.		
2.	Applicant provides related work experience certificates and also provide at least four satisfactory performance certificates during last five years		
3.	Applicants must have a minimum of ten (10) years of working experience in headhunting services		
4.	Certificate of Incorporation, Company/Firm's Registration Certificate, SECP registration, etc. (whichever is applicable; copy required)		
5.	Form of Application (as per Annexure-V) on applicant's letterhead and with signatures, and official stamp		
6.	Complete the applicant profile, including name, registered office address, telephone, fax, e-mail, and web address (if any), complete the contact details of the contact person, and details of branch offices.		
7.	NTN & GST registration certificates.		
8.	Affidavit on stamp paper, declaring that company/firm is not blacklisted by any government agency/authority. (Original required)		

Note:

All pages of the Technical Application must be sequentially numbered, stamped, and signed/initialed by the representative authorized at clause 4 of the Form of Application.

ANNEXURE-IV: EVALUATION CRITERIA

Detailed scoring sheet is appended below in Table. Applicants are required to **secure at least 65 Technical Score** for technical qualification.

Sr. No.	Description	Marks		Supporting Documents to be Attached
		Allocated	Awarded	
1	<u>Experience – Work with Clients</u>	40		Refer to “Form-A” (Provide the requisite documentary evidence)
i	Providing recruitment services (Headhunting for executive/ managerial and others positions) to Multinational/ National/ Public Sector Companies in last 5 years			
	More than 15 companies	20		
	More than 10 companies	15		
	More than 5 companies .	10		
ii	C-suite Recruitment in last 5 years (1 mark per position)	10		
iii	Experience in providing recruitment services to Oil & Gas sector	10		Provide the requisite documentary evidence
2	<u>Annual Turnover</u>	15		Provide the requisite documentary evidence
	Over Rs. 10 Million	15		
3	<u>Professional Staff</u>	15		Refer to “Form-C”
	Number and qualification of professionals engaged in this assignment (2 marks per respective professional).	15		
4	<u>Recruitment Report Submission Time to GHPL (softcopy + hardcopy)</u>	10		Provide the requisite information in technical proposal
	2 weeks (14 days) from joining of candidate	10		
	3 weeks (21 days) from joining of candidate	5		
	otherwise	0		
5	<u>Office Setup</u>	10		Attach company registration/incorporation certificate
	Number of years since inception (0.5 mark per year)	7.5		
	Office set up in Islamabad/Rawalpindi	2.5		
6	<u>Legal Status of the Firm</u>	10		Provide the requisite documentary evidence
	Company/Firm	10		
	Proprietorship	5		
	Total Marks	100		
	Passing Marks	65		



(During last five years)

*Additional page may be used if required.

(Signature of the HR Consultant/Headhunter)
Name, Sign and Stamp

Page 12 of 25



**FORM-B: SUMMARY OF HEAD HUNTING OR OTHER HR RELATED
ASSIGNMENTS**

(Clients during last five years)

Sr. No.	Client Name	Industry	Scope of Work	Start Date	End Date

*Additional page may be used if required.

(Signature of the HR Consultant/Headhunter)
Name, Sign and Stamp

Note: Please provide documentary evidence for the above

FORM-C: CV's OF THE PROJECT TEAM

Give the profiles of key peoples/core members who will be involved in the assignments. This should consist of one Project Coordinator; key Headhunters, who will carry out the major tasks, Domain experts having relevant experience.

Sr. No.	Item	Detail
1	Name	
2	Role in current project	
3	Current job title	
4	Experience in years	
5	Number of years with the organization	
6	Number of Interviews Conducted	
7	Number of Interviews for Senior positions	
8	Summary of Professional / Domain Experience	
9	Highlights of assignments handled and significant accomplishments	
10	Educational Background, Trainings/ Certifications	

*Additional page may be used if required.

(Signature of the HR Consultant/Headhunter)
Name, Sign and Stamp



FORM-D: DETAIL OF OFFICES

Sr. No.	Address	City	Contact Number

*Additional page may be used if required.

(Signature of the HR Consultant/Headhunter)
Name, Sign and Stamp

ANNEXURE-V: FORM OF APPLICATION

Government Holdings (Private) Limited (GHPL),
Pre-Qualification of Firms Providing Headhunting Services,
Petroleum House, 5th & 7th Floors,
Ataturk Avenue, G-5/2, Islamabad.
Phone No. 051-9211236-37

Sir,

Reference your PD No. _____ for _____.

1. We, hereby submit our complete application along with all the requirements as per the Prequalification Document (PD). We acknowledge that GHPL is not bound to accept any application in this regard and reserve the right to accept any offer to annul the prequalification process and reject all applications without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and confirm that M/s [name of Applicant] and its employee(s) have never been blacklisted by any government, semi-government, autonomous, or state-owned organization of Pakistan and their cases regarding blacklisting are not under trial by any Court of Law.
3. 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 Applicant] to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our subject application 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 application 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 been done by us.
4. 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.
5. We have gone through the terms/conditions of this PD and have found the document as a whole as non-biased to any particular company/applicant. We hereby undertake and firmly bind ourselves to the application by/ comply with all sections/conditions of this PD. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.
6. 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 application. In case any information is found wrong, misleading, or misstated in this application, the same may lead to the rejection of our application and our disqualification.
7. We declare that our application is our only and final offer and no unsolicited offer of any description shall be made for consideration of the GHPL.
8. We acknowledge that GHPL reserves the right to blacklist any Applicant who breaches any terms and conditions of this PD.

We remain,
Yours' sincerely



[Applicant'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 4 above:

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

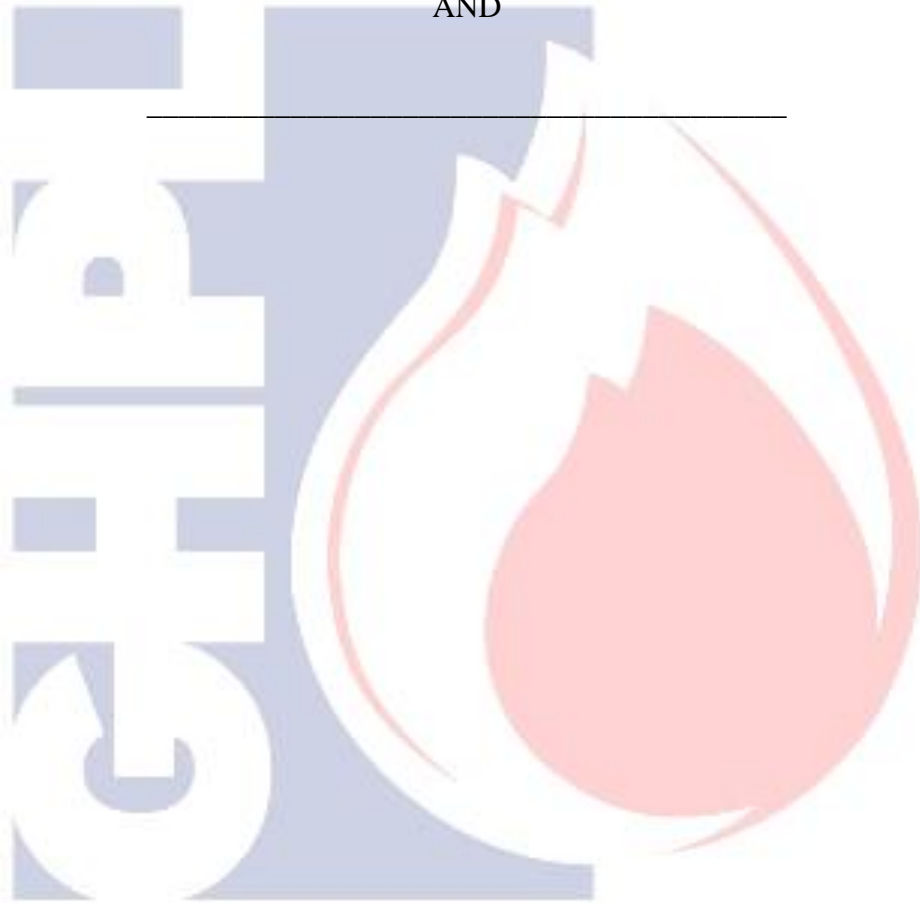
ANNEXURE-VI: FORM OF AGREEMENT

AGREEMENT FOR HEADHUNTING SERVICES

BETWEEN

GOVERNMENT HOLDINGS (PRIVATE) LIMITED

AND



THIS CONTRACT for provision of headhunting services (hereinafter referred to as “the Contract”) is made on the _____ day of _____, 2025

By and between

Government Holdings (Private) Limited (GHPL), a public sector company established under the Companies Ordinance, 1984, having its registered office at Petroleum House, 5th & 7th Floors, 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 the HR Consultant/Headhunter) on the other part.

Both GHPL and the HR Consultant/Headhunter may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS Government Holdings (Private) Limited (GHPL) is a public limited company owned by Government of Pakistan

AND WHEREAS GHPL intends to engage the HR Consultant/Headhunter to provide Services as defined in Clause 2.

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

AND WHEREAS the HR Consultant/Headhunter has qualified through pre-qualification 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** GHPL hereby places the HR Consultant/Headhunter on its panel to provide the Services on ‘As and When Required’ basis.
- 1.2** The HR Consultant/Headhunter undertakes and agrees that it shall provide the Services and carry out its obligations under this Contract with all due diligence, care, efficiency and economy and to the acceptable standards. The HR Consultant/Headhunter acknowledges and agrees that it shall, without incurring any additional cost to GHPL, be liable to re-perform and rework all or any part of the Services which are deficient in any manner. The HR Consultant/Headhunter shall always act, in respect of any matter relating to work/services, as faithful advisor to the GHPL and shall at all times support and safeguard GHPL’s legitimate interests in any dealings.

- 1.3** The HR Consultant/Headhunter agrees and undertakes that it shall upon completion of Services submit the same and a report of the same for GHPL's approval. GHPL will give its approval within ten days from receipt of such submission.

2. SCOPE OF WORK

The Service Provider M/s _____ shall perform the said Services under this Contract in accordance with the Terms of Reference as well as any subsequent requirements that the Client may have in Future. The Terms of Reference for any such subsequent recruitment requirements will be agreed as and when the need arises with the Client. Final selection of the candidates from the lists provided by M/s _____ during the contract shall be the sole discretion of the Client. The services provided shall be as under;

M/s _____ will have to perform the following jobs in accordance with the guidelines and directions of the GHPL Management to be issued from time to time and in line with their Service Rules.

- 2.1 Publication of Job Advertisements:** The selected Headhunter will design the advertisement for inviting applications for recruitment to the posts available from time to time or as directed by GHPL. The Headhunter shall also use other sources to gather the pool of candidates.
- 2.2 Short Listing of Applications:** The applications will be shortlisted by the HR Consultant/Headhunter. The Headhunter will examine each application for eligibility as per the criteria given in the advertisement.
- i. The Headhunter will initially prepare a comprehensive database with basic criteria of requirement for age, qualification, experience etc. followed by remarks for addition/deletion in the initial stage. Total applications along with required documents to be kept safely and shall be shared upon request by the client.
 - ii. Subsequently the Headhunter will prepare the initial shortlisting of eligible candidates along with their brief profile. The Headhunter will further provide a comprehensive report including candidates complete data, basis of shortlisting, consultant assessments/ analysis/method, candidate's traits to match with role profile etc. Furthermore, the shortlisting method widely available and practiced by consultants may be implemented to obtain a transparent yet ideal pool of candidates.
 - iii. The Consultant may take the Management input (if required) and provide the finalized list of candidates for further process.
- 2.3 Test for the Positions:** The Headhunter will conduct assessment written tests for non-managerial positions as required by GHPL. The assessment test has to be technical as well as behavioral and prepare in consultation with GHPL. The test results have to be shared by the Headhunter with GHPL.
- 2.4 Interviews:** The Headhunter will make a merit list by interviewing the candidates before sending its recommendations to GHPL Management. Headhunter will make sure that the credentials of the candidates recommended for interview are duly verified by the

HEC/Competent Authority. The shortlisted candidates (at least five candidates per position) will then be called for selection interview by GHPL to further establish suitability of the candidates. Under the guidance of the GHPL Management, the Headhunter will take necessary measures to call candidates for selection interview, which will include, but may not be limited to, dispatch of interview call letters and emails, required coordination with the selected candidates.

- 2.5 Record/Report of Recruitment:** All record/report related to recruitment of various positions has to be provided by the Headhunter, record should contain summarize details of each step of recruitment to maintain fairness. All the original record including resumes, test results etc.

SPECIAL TERMS AND CONDITIONS

- 2.6** The Headhunter will endeavor to carry out the recruitment search and send the shortlisted resumes within three (3) weeks from the closing date of advertisement. However, in case of highly technical positions, the variation in timelines will be mutually agreed.
- 2.7** The agreed payment of fees for executive search will only be made in case any potential candidates provided by the Headhunter gets selected. No claim for any payment in relation to executive search will be entertained in case no candidate is selected by GHPL management.
- 2.8** In the event, a candidate accepted by GHPL, resigns from his position for any reason whatsoever within six (6) months of employment, except in case of redundancy, the Headhunter would make available to GHPL a suitable replacement at no extra cost.
- 2.9** The appointment or any of the assignments may be terminated by GHPL or the Headhunter forthwith upon the occurrence of any breach, default or noncompliance by the Headhunter or GHPL, of any of the terms & conditions, provided this breach/default is not remedied in fifteen (15) days.
- 2.10 Performance Standards:** Headhunter undertakes to perform the services more specifically with the highest standards of professional/ethical competence and integrity. Furthermore, the Headhunter undertakes to verify the accuracy and veracity of the employee's qualifications/experience prior to recommending the same to GHPL.
- 2.11 Personal Liability:** The Headhunter shall be held liable for its inability to meet GHPL deadlines and will be held responsible for its will-full failure to perform the services enumerated.
- 2.12 Warranties and Covenants:** The Headhunter hereby covenants that it has obtained all permissions, and is compliant with all laws, rules and regulations and meets all international standards of research and that it will undertake to meet all deadlines for the successful search of suitable executives for GHPL.
- 2.13 No incurrence of Liability:** Neither Party shall, without the other Party's prior written approval, incur any liability on behalf of such other Party nor make any representation unless defined nor give any warranty on behalf of such other Party.

- 2.14 Confidentiality:** The Headhunter shall ensure that his attorney, officers directors, Headhunters and agents, and each of its respective permitted successors and assigns, will hold in confidence all documents and other information and whether technical or commercial or HR related which is of a confidential nature supplied to it by or on behalf of GHPL relating to this project and shall not (save as required by law or appropriate regulatory authorities or prospective lenders, or invertors in, or investors as aforesaid), publish or other wise disclose or use the same of any of its obligatory other than as set out. If the service is terminated for any cause the Headhunter undertakes to deliver to GHPL or to its designated representatives, compilations studies and other documents and similar materials and copies thereof. Any confidential information provided, disclosed or revealed to the Headhunter, its offices, employee's agents and representatives prior to the date hereof shall be subject to all the terms.
- 2.15 Governing Law and Dispute Resolution:** The signed contract (MOU), if any, shall be solely governed by the substantive and procedural laws of the Islamic Republic of Pakistan and the language of correspondence and reporting shall be English and the venue of such arbitration proceedings will be Islamabad under Arbitration Act 1940.
- 2.16 Reference Check:** Headhunter will perform a reference check of the candidates, if offered employment in GHPL and documents be shared with the client.

3. TERM & TERMINATION

- 3.1** This Contract shall be valid for a period of three (3) years (extendable) where after it may be renewed on such terms and conditions as agreed by both Parties.
- 3.2** Notwithstanding the foregoing, GHPL may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on the HR Consultant Thirty (30) days' prior written notice.
- 3.3** The Company reserves the right to terminate the contract on account of unsatisfactory or non-performance of HR Consultant/Headhunter, and to consequently remove the HR Consultant/Headhunter from the approved panel.

4. PAYMENTS

- 4.1** GHPL shall pay to HR Consultant/Headhunter an amount of fees for each assignment / matter in which the HR Consultant/Headhunter has been engaged and which shall be determined for that particular assignment / matter as per the agreed terms and Condition.
- 4.2** The HR Consultant/Headhunter shall raise an invoice within a period of thirty (30) days upon completion of assignment. The invoice shall include the activities duly undertaken and successfully completed, the time spent on that particular activity, National Tax Number of HR Consultant/Headhunter, the title in whose name the payment is to be made. No payment shall be made to the HR Consultant/Headhunter in advance or on any account whatsoever.
- 4.3** Taxes shall be deducted at source as per applicable laws at the time of payment.

- 4.4 Payment shall be made, through cross cheque/bank transfer in the Pakistani Rupees (PKR), within 30 days after receipt of an error free invoice from the HR Consultant/Headhunter.

5. UNDERTAKINGS OF THE CLIENT

- 5.1 **Project Coordinator:** The client will appoint a Project Coordinator to interact with the Service Providers, receive documents from the Service Providers, provide feedback as and when required, arrange for interviewing and finalization of selection at client end, etc. The Headhunter will also provide a focal person/representative for conducting interviews in the client office.
- 5.2 **Confidentiality of Candidates:** The Client shall make suitable arrangements for maintaining confidentiality of the identity of the candidates during the entire selection and negotiation process and ensure that due care will be exercised to restrict access of candidates' information only to Client officials involved in the process.
- 5.3 **Communication with Candidates:** The Client shall:
- i. Communicate with the candidate(s) during the selection and negotiation process either through the Service Providers or with the prior knowledge of the Service Providers, and
 - ii. Provide to the Service Providers full information on discussions or communication with the candidate(s) on matters which relate to their candidature or employment with the Client.

6. UNDERTAKINGS OF THE SERVICE PROVIDERS

6.1 General Standard of Performance by the Service Providers

- i. The Service Providers shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the Recruitment Services as are consistent with recognized professional standards.
- ii. The Service Providers 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.
- iii. The Service Providers shall not charge, accept or receive any sort of payment or derive any benefits from the candidates short-listed and appointed in the client organization.

- 6.2 **Information:** The Service Providers shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

- 6.3 **Confidentiality:** Except with the prior written consent of the Client, the Service Providers shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the Services, or discovered by them in the course of the Services nor shall the Service Providers make public any information as to the recommendations formulated in the course of or as a result of the Services.



- 6.4 Laws and Regulations of Pakistan:** The Service Provider and client shall respect and abide by all applicable laws and regulations of Pakistan.
- 6.5 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 Service Providers shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 6.6 Language:** All reports and recommendations and general correspondence from the Service Providers to the Client shall be in the English language.

7. MISCELLANEOUS

- 7.1 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 Service Providers by the Project Manager or his designated representative and on behalf of the Client by Mr. _____.
- 7.2 Addresses of the Parties**

For the Client:

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

For the HR Consultant/Headhunter:

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 **GHPL**

For and on behalf of **HR
Consultant/Headhunter**

.....
(Signature)

.....
(Signature)

.....
(Name in block Capitals)

.....
(Name in block Capitals)



.....
(Position in Company)

.....
(Position in Company)

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

