



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

REQUEST FOR EXPRESSION OF INTEREST (EOI) **REVISION OF PTA EMPLOYEES SERVICE REGULATIONS**

Pakistan Telecommunication Authority (hereinafter referred to as the 'PTA'), a statutory body established under section 3 of the Pakistan Telecommunication (Re-Organization) Act 1996, (hereinafter referred to as the 'Act') invites Expression of Interest (EOI) from the interested Human Resource Consultancy and advisory Firms/Companies who are registered with Federal Board of Revenue, for comprehensive review of existing PTA Employee Service Regulations, 2008 (as amended from time to time) in accordance with best practices of the telecom industry and other similar organizations/regulatory Authorities in the manner set out in section 10 of the Act. Method of selection will be quality & cost based selection.

RFP documents, (containing detailed Terms of Reference and specific conditions, etc.) are available at office of the undersigned. RFP documents can be obtained from this office for a fee of Rs.500/- (Cash non-refundable). RFP documents can also be downloaded from www.pta.gov.pk free of cost.

The Expression of Interest is required to be prepared in accordance with the instructions in the RFP documents, and must reach at the office of Deputy Director (HR), (PTA), Headquarters Islamabad on or before 9th June, 2020 by 11:00 am. The Technical proposals will be opened on the same day at 11:30 am. This advertisement is also available on PPRA website at www.ppra.org.pk.

Deputy Director (HR),

PTA Headquarters, F-5/1, Islamabad, Pakistan

Tel: (051) 9215148, Fax: (051) 9225316

Email: imtiaznaqvi@pta.gov.pk

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GOVERNMENT OF PAKISTAN
PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS, F-5/1, ISLAMABAD
Phone: 051-9225329- 31



REQUEST FOR PROPOSALS

FOR

**HIRING OF CONSULTANCY FIRM / COMPANY FOR REVISION OF PTA
EMPLOYEE SERVICE REGULATIONS**

REQUEST FOR PROPOSALS – HIRING OF CONSULTANCY FIRM / FOR REVISION OF PTA EMPLOYEE SERVICE REGULATIONS'

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1. LETTER OF INVITATION

REQUEST FOR EXPRESSION OF INTEREST (EOI) **REVISION OF PTA EMPLOYEES SERVICE REGULATIONS**

Pakistan Telecommunication Authority (hereinafter referred to as the 'PTA'), a statutory body established under section 3 of the Pakistan Telecommunication (Re-Organization) Act 1996, (hereinafter referred to as the 'Act') invites Expression of Interest (EOI) from the interested Human Resource Consultancy and advisory Firms/Companies who are registered with Federal Board of Revenue, for comprehensive review of existing PTA Employee Service Regulations, 2008 (as amended from time to time) in accordance with best practices of the telecom industry and other similar organizations/regulatory Authorities in the manner set out in section 10 of the Act. Method of selection will be quality & cost based selection.

1. RFP documents, (containing detailed Terms of Reference and specific conditions, etc.) are available at office of the undersigned. RFP documents can be obtained from this office for a fee of Rs.500/- (non-refundable). RFP documents can also be downloaded from www.pta.gov.pk free of cost.

2. The Expression of Interest is required to be prepared in accordance with the instructions in the RFP documents, and must reach at the office of Deputy Director (HR), (PTA), Headquarters Islamabad on or before 9th June 2020 by 11:00 am. The Technical proposals will be opened on the same day at 11:30 am. This advertisement is also available on PPRA website at www.ppra.org.pk.

Deputy Director (HR),
PTA Headquarters, F-5/1, Islamabad, Pakistan
Tel: (051) 9215148, Fax: (051) 9225316
Email: imtiaznaqvi@pta.gov.pk

2. INSTRUCTION TO FIRMS

2:1 Queries regarding RFP

Prospective firms/companies may request in writing for clarification of any provisions of RFP documents not later than seven (07) days before proposal submission date. Any subsequent queries will neither be entertained nor responded. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to PTA's address indicated below. PTA will respond by facsimile or electronic mail to such requests and will send written copies of response (including an explanation of query but without identifying source of inquiry) to the Company/Consultancy firm who intend to submit proposals.

Address for all correspondence with PTA related to this assignment including requesting for clarification/submission of proposal etc. is as follows:

Deputy Director (HR),

PTA Headquarters, F-5/1, Islamabad, Pakistan

Tel: (051) 9215148, Fax: (051) 9225316

Email: imtiaznaqvi@pta.gov.pk

2.2: Preparation of Proposal

Prospective firms /companies are requested to submit their proposals not later than 1100 HRS on 9th June, 2020. All proposals must contain methodology of completion of the assignment on which a firm may be required to give a presentation to the technical evaluation Committee.

All proposals must meet mandatory eligibility criteria placed at **Annexure-A**. The Proposals that do not meet mandatory eligibility criteria shall not be accepted and shall not be evaluated further.

2.3: Technical Proposal

While responding to Technical Proposal, prospective firms / companies are required to view scope of work and all related documents of this RFP. Material

deficiencies in providing information requested shall result in non-acceptance of proposal.

2.4: Core Team Members/Evaluation Panel:

Prospective Consultancy firm/company will be required to ensure availability of dedicated professional(s) with relevant specialized qualifications and experience preferably based at Islamabad or remain available in Islamabad when required by PTA. Professional(s) should possess appropriate relevant qualification, experience and expertise as provided in this RFP. Detailed resumes / CVs of proposed professional(s) should be provided in the technical proposal.

2.5: Lead Authorized Representative:

Prospective Consultancy firm/company will nominate lead/focal/authorized representative/ person responsible for overall completion of evaluation and reporting process.

It is desirable that the lead staff of Consultancy firm / Company should possess working knowledge of PTA's functioning. Consultancy Firm / Company / interested in submitting a proposal can have a meeting with PTA in this regard before submitting a proposal.

Technical proposal shall be submitted on 'Technical Proposal Submission Form' (**Annexure-B**) with provision of following detail as per Standard Forms.

- i. Background information of prospective Consultancy firm/company including Registration Certificate/documents, location and branch offices along with number of employees and financial position of Company / Consultancy Firm / (**Annexure - D**)
- ii. Specific / similar experience of prospective Consultancy firm/company relating to this assignment should be provided. (**Annexure – E**)
- iii. A step by step description of methodology and adequacy of work plan for performing this assignment should be provided (**Annexure – F**)

- iv. Details/Particulars / CV of proposed professionals that would be assigned to each task and their total number of years of experience (**Annexure – H**)
- v. Authority letter for authorized representative to deal with PTA for purpose of submitting proposal and all related steps through assignment till its conclusion.
- vi. Detailed CVs of proposed professional staff and authorized representative submitting proposal should be attached. Key information should be entered into table in (**Annexure -G**) which will include qualifications and total number of years of work experience Technical Proposal shall not include any financial information.

2.6: Financial Proposal

Prospective firm/company shall provide all details of their respective Financial Bid in form of lump sum fixed fee for completion of the assignment. Financial Proposal shall be furnished in a separate sealed envelope marked as “**Financial Proposal**” under prescribed Form at (**Annexure-C**) and enclosed in duly sealed main envelope.

2.7: Submission, Receipt, and Opening of Proposals

Quality and cost based method of selection shall be adopted as per clause 3 (b) of the Procurement Consultancy Service Regulations 2010. Single stage Two envelope Procedure in accordance with rule 36 (b) of Public Procurement Rules 2004 shall be implemented. Original Proposals (Technical and Financial) shall be prepared without any interlineations or overwriting. An authorized representative of applicant Consultancy firm/company will initial all pages of proposal with official stamp affixed on same. Other terms and conditions, as laid down in PPRA Procurement Rules 36(b) are required to be observed as follows:-

- i. Bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately **Technical Proposal and Financial proposal**;

- ii. Envelopes shall be marked as “**Financial Proposal**” and “**Technical Proposal**” in bold and legible letters to avoid confusion;
- iii. Initially, only envelope marked “**Technical Proposal**” shall be opened;
- iv. Envelope marked as “**Financial Proposal**” shall be retained in custody of PTA without being opened;
- v. PTA shall evaluate technical proposal as per technical evaluation criteria given in RFP, without reference to price and reject any proposal which does not conform to specified requirements;
- vi. During technical evaluation no amendments in technical proposal shall be permitted;
- vii. Financial proposals of technically shortlisted bidders shall be opened publicly at a time, date and venue announced and communicated to bidders in advance.
- viii. Financial proposals of bidders which have not been short listed on the basis of technical evaluation shall be returned un-opened to respective bidders and
- ix. The bidder which score highest on the basis of technical as well as financial evaluation shall be selected.
- x. Outer envelope should bear following: "Proposal for revision of PTA Employees Service Regulations, 2008.
- xi. Completed Proposal must be delivered at submission address on or before 11:00 am by 9th June 2020. Any proposal received after closing time for submission shall not be considered and returned unopened.

2.8: Earnest Money:

- i. Earnest money in form of pay order or bank draft only in favor of Pakistan Telecommunication Authority, Islamabad amounting to Rs. 5% of total bid amount including GST amount should be attached with Financial Proposal.

- ii. Financial Bid not accompanied with earnest money shall be rejected.
- iii. Earnest money of successful bidder shall be retained as performance guarantee till submission of the final report/assignment and issuance of acceptance certificate by PTA, whereas earnest money of unsuccessful bidders will be returned on issuance of engagement letter to the successful bidder.

2.9: Completion of Assignment / Project:

Assignment shall be carried out as per scope mentioned under clause 3 of 'Terms of References' of this RFP. The assignment shall be completed within time line mentioned under clause 3.4 of this RFP. In case, project is delayed by Consultancy firm /company, 1% of project cost shall be charged as penalty for each week of delay, up to a maximum of five weeks @ 5 % of the total contract amount .Upon failure to complete the assignment after a delay of 5 weeks the contract shall be terminated by PTA and earnest money shall be forfeited.

2.10: Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to prospective bidder who submit proposals or to other persons not officially concerned with process, until successful bidder has been notified that it has been awarded contract. Further, a Non-Disclosure Agreement shall be executed with the successful bidder for the purposes of ensuring confidentiality of the information shared by PTA with the Consultancy Firm / Company during the process of completion of the assignment.

3. TERMS OF REFERENCE

3.1: Background:

PTA was established under the Pakistan Telecom Reorganization Act 1996 (hereinafter referred to as the 'Act') and for the performance of its functions and

powers under section 4 and 5 of the Act, it requires to exercise powers under section 10 of the Act to regulate terms and conditions of the employment from time to time for having market driven approach and ensuring that well-designed employment structure, supports the organization's strategic plan and initiatives, business goals, competitive outlook, operating objectives, and compensation and total reward strategies. . During the last two decades, the Pakistan telecom and ICT sector have seen an unprecedented growth and evolution towards new technologies and fair and progressive treatment to employees as witnessed also in the global telecom and ICT sector.

In this pretext, PTA as the telecom regulator intends to review its employee's service manual as per best practices of the telecom industry and other similar organizations/regulatory Authorities.

3.2: Objective

PTA is seeking to hire the services of a Consultancy firm/company for comprehensive review of existing PTA Employee Service Regulations,2008 (as amended from time to time) ("PESR") in accordance with best practices of the telecom industry and other similar organizations/regulatory Authorities in the manner set out in section 10 of the Pakistan Telecommunication (Re-organization) Act 1996.

The consultancy will be focused at achieving the following objectives:

- (a) Providing transparent and equitable treatment to all categories of employees while keeping in view the applicable prevailing laws of the land and by providing a clear way forward to the Authority to make required changes to improve functional capacity of the organization;
- (b) A clear career path for employees;
- (c) Encompass the best practices of telecom regulators globally;

- (d) Cover the terms and conditions of appointment, promotion, termination etc. viz a viz the regulatory environment of the country.

3.3: Scope of Work

- a) In order to propose new PESR, the Consultancy Firm /consulting firm shall analyze and review the existing PTA employees' service regulations in totality, relevant regulations of other regulatory bodies and public sector organizations, international best practices adopted by telecom regulators and employees' governance rules adopted by the Pakistan government. The proposed regulations should not be inconsistent with provisions of the Act.
- b) The report should comprehensively include all service aspects and terms and conditions of employees including but not limited to organizational structure of PTA, employees appointment and service terms and conditions, promotions, termination etc. clear and transparent career path at every level.
- c) Comments/input of employees of PTA shall be obtained by the company/Consultancy Firm.
- d) The Consultancy Firm/Company will, analyze and incorporate the comments of employees where deemed necessary with justification.
- e) The Authority may add any further subsidiary/ancillary instructions/requirements in the existing scope of work from time to time, as deemed appropriate upon need basis.

3.4: Timeline for the Consultancy

Revision of Regulations shall be completed by the Consultancy Firm/Company within **90 calendar days** from the date of signing the contract (Days means calendar days throughout this document) In case of non-completion of the assignment within the time frame, penalty will be calculated as per the procedure given at para 2.9 of RFP.

3.5: Deliverables

The consultancy firm/Company shall perform/deliver the services specified in TOR and Scope of Services/ work mentioned herein, which shall be an integral part of the Contract.

- a) **First Draft:** Consultancy firm shall present 1st Draft of the revised PESR within 45 days after the date of signing of contract. The first draft of regulations shall be analyzed by PTA and Feedback/response shall be given to the Consultancy Firm/Company within 14 days.
- b) **Second/revised Draft:** The Consultancy Firm/Company shall be required to present second / revised draft of PESR within 15 days from the date of receiving the feedback from PTA. The second draft shall be analyzed by HR and Authority of PTA and feedback / response shall be given to the Consultancy Firm/Company within 14 days.
- c) **Final Draft:** The Consultancy Firm/Company shall present the final draft of revised PESR within 30 days from the date of receiving the feedback from HR & Authority. The Consultancy Firm/Company will deliver a presentation to the Authority before submission of final revised draft of PESR. The final draft to be submitted by the Company/ Consultancy firm to the Authority ensuring that it is duly vetted by the well competent legal professionals who have assured correct draft in all aspects, including but not limited to legal language, punctuations, numberings of regulations, sub-regulations, clauses and sub-clauses thereof, .
- d) and feedback of the authority if any will be assessed and incorporated in the final draft accordingly.
- e) PTA shall issue a completion certificate to the Consultancy firm/Company within 30 days of submission of final Draft of PESR.

It is to be noted that, the time taken by PTA to review or provide input on the working/reports/revised draft of the Consultancy Firm/Company shall not constitute a part of the timeline set out in this Agreement for provision of consultancy services.

4. EVALUATION CRITERIA

4.1: General Terms of Proposed Evaluation

From the time bids are opened to the time contract is awarded, if any prospective firm/company intends to contact PTA on any matter related to its proposal, it should do so in writing at above mentioned address.

Any effort by bidders to influence PTA, in proposal evaluation, proposal comparison or contract award process shall result in automatic disqualification.

Offers are liable to be rejected if mandatory requirements as mentioned at **Annexure – A** are not fulfilled.

4.2: Evaluation Criteria

Technical Proposal and Financial Proposal shall respectively constitute 70-30% of total score.

i. All proposals must meet mandatory eligibility criteria placed at **Annexure-A**. The Proposals that do not meet mandatory eligibility criteria shall not be accepted and shall not be evaluated further.

ii. Technical evaluation committee, constituted by PTA as a whole and each of its members individually, evaluates proposals on the basis of their responsiveness to scope of work. Responsive proposal will be given a technical score (TS). Marks will be given to individual firms on each item as appended below;

SR #	Description	Marks
1.	Experience of Consultancy Firm/Company from the date of registration (Two marks per year)	10
2.	Relevant Project (4 Marks per completed project)	40
3.	Academic Qualification of Staff Marks will be awarded on the following criteria for the Lead	50

	<p>Staff who will be engaged</p> <p>HR Specialist = 30 Marks Maximum</p> <p>a. M.Phil / M.S (HRM / OD) with minimum five years of experience = 7.5 Marks each individual</p> <p>b. MBA (HRM / OD) with minimum five years of experience = 5 Marks each individual</p>	
	<p>Finance Specialist = 15 Marks Maximum</p> <p>Finance Specialists will be considered in this category and will be awarded marks as per following criteria:-</p> <p>a. FCA / ACA / CMA with minimum five years of experience = 3 Nos each individual.</p>	
4.	<p>Law Specialist = 5 Marks Maximum</p> <p>Law Specialists will be considered in this category and will be awarded marks as per following criteria:-</p> <p>a. LLM / Advocate High Court with minimum 5 years' having experience of drafting and evaluating the laws = 2.5 Nos each individual</p>	
	Total Marks	100

*** All Supporting documents pertaining to fulfillment of criteria shall be attached with technical proposal.**

iii. Financial Bids, will be opened only for those firms/companies who secure at least 60% marks in Technical Evaluation. Lowest Financial bid will obtain the highest score. A criterion for evaluation of financial Proposal is as under:-

Criteria	Marks
Marks will be awarded based on quoted fixed success	30

<p>fee. The lowest Bid will obtain the highest marks i.e; 30. While the other bidders will be awarded marks as per the following formulae: (30 marks x Lowest Bid)/Bid amount to be evaluated</p>	
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4.3: Award of Contract

Contract shall be awarded to firm/company obtaining aggregate highest marks in technical and financial evaluation.

4.4: Type of Contract

Lump sum contract will be awarded to the Successful bidder. Format of contract is attached with RFP. Payment shall be made on submission of invoice, after issuance of completion certificate by PTA. Taxes and penalty (if any) shall be deducted as per GoP rules.

5. PROPOSED CONTRACT FORMAT

CONSULTANCY AGREEMENT

(FOR REVISION OF PTA EMPLOYEES SERVICE REGULATIONS)

This Service Agreement (the “Agreement”) for revision of PTA employee service regulations is made at _____ on this _____ 2020.

by and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad through Deputy Director (HR),(hereinafter referred to as the “PTA” which expression where the context so permits including its executors, administrators or permitted assignees) of the One Part and;

1. M/s _____ through Mr./Ms. Bearing CNIC NO. _____ having registered place of business at _____ (hereinafter referred to as the “**Consultancy Firm** ” which expression shall, where the context so allows include successors in interest, executors, administrators, heirs or permitted assignees) on the other Part and;

(when and where applicable Party of One Part and Party of Other Part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as context of this Agreement requires).

WHEREAS,

1. PTA is desirous to acquire consultancy services for revision of PTA employee service regulations, 2008 (with all amendments from time to time) as prescribed under the scope of work and deliverables (hereinafter referred to as the ‘Services’) provided in this Agreement and the RFP document.
2. The Consultancy Firm, has agreed to provide Services to PTA on terms and subject to conditions as set forth hereunder.
3. The Consultancy Firm represents that it holds valid and subsisting licenses / permissions, / approvals which are / or may be required from the Government of Pakistan, and that it has the requisite expertise and resources to provide the requisite Services to PTA at the highest standards and to satisfaction of PTA. The Consultancy Firm further undertakes that

the Services shall be provided only through the staff / workforce that have the requisite expertise and experience as required under the Agreement.

4. It is mutually agreed that PTA shall pay the Consultancy Firm a total Rs. _____ (which are inclusive of GST and all other taxes, duties as applicable for the time being in force) etc. as consideration on account of services rendered by the Consultancy Firm.
5. The Consultancy Firm shall undertake to provide Services with highest standards of professional and ethical competence and integrity with production of verifiable and auditable record (both hard and soft) for whole process;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the PTA and Consultancy Firm hereby agree as follows:

Engagement and Services

(a) Engagement. PTA hereby engages the Consultancy Firm to provide and perform the services set forth and the Consultancy Firm hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultancy Firm shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected of a Consultancy Firm with the background and experience that Consultancy Firm has represented it has. PTA shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultancy firm to perform the Services.

(c) Representation and Warranty. Consultancy firm represents and warrants to PTA that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Service.

6. SCOPE OF AGREEMENT

The Consultancy Firm shall be responsible for following:

- a) **First Draft:** Consultancy firm shall present 1st Draft of the PTA Employees Service Regulations within 45 days after the date of signing of contract. The first draft of regulations shall be analyzed by PTA and Feedback/response shall be given to the Consultancy Firm within 14 days.
- b) **Second/revised Draft:** The Consultancy Firm shall be required to present second / revised draft within 15 days from the date of receiving the feedback from PTA. The second draft shall be analyzed by HR and Authority of PTA and feedback / response shall be given to the Consultancy Firm within 14 days.
- c) **Final Draft:** The Consultancy Firm shall present the final draft of regulations within 30 days from the date of receiving the feedback from HR & Authority. The consultancy firm will deliver a presentation to the Authority before submission of final draft. The final draft to be submitted by the firm to the Authority shall be duly vetted by the law firm.
- d) The Consultancy Firm will be required to give presentations to Authority before submission of final draft and feedback of the authority if any will be assessed and incorporated in the final draft accordingly.
- e) PTA shall issue a completion certificate within 30 days of submission of final Draft regulations.
- f) It is to be noted that, the time taken by PTA to review or provide input on the working/reports of the Consultancy Firm shall not constitute a part of the timeline set out in this Agreement for provision of consultancy services.

The Consultancy Firm shall ensure that the services are efficiently carried out in accordance with time lines set out in this agreement.

7. GENERAL PROVISIONS

1. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written consent of the Parties.
2. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.
3. The RFP/any bid clarification are an integral part of this Agreement.
4. Deputy Director (Human Resource) will be the authorized person from PTA, for all issues connected for completion of services under this Agreement.
5. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
6. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
7. All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties.
8. This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing

Tenure of the Agreement

Agreement shall be effective from date of its signing and shall be valid for a period of completion of task from the date of the signing of this Agreement.

Termination:

Notwithstanding anything contained herein, PTA shall be exclusively entitled to terminate this Agreement in the following instances:

Without advance notice, in case the Consultancy Firm is in breach of any of terms of this Agreement, or in case PTA is not satisfied with quality of Services being provided by the Consultancy Firm;

- a. PTA shall not be liable for any kind of compensation, reimbursement, or damages because of loss or prospective profit or because of expenditures or commitments incurred in connection with business of the Consultancy Firm.
- b. The Assignment shall be carried out as per scope mentioned under clause 3 of this RFP i.e; Terms of References as well as clause 7 of the agreement. The assignment shall be completed within time line mentioned under clause 3 of this RFP. In case, project is delayed by the Consultancy Firm ,1% of project cost shall be charged as penalty for each week of delay, restricted to maximum 5% of price (for maximum 5 weeks). After delay of 5 weeks in submission of final report by the Consultancy Firm, the contract shall be terminated by PTA without any further notice.

PAYMENT

1. Payment of Contract Amount due under this Agreement to the Consultancy Firm shall be made in accordance with this Agreement. In this connection PTA shall deduct at source all such taxes, duties,

charges as provided under applicable law for time being in force before disbursement of payment. Payment shall be made through cross cheque credited to account Firm. i.e. M/s _____ for rendering services within 6 weeks of the completion of the assignment after acceptance by PTA and issuance of a completion certificate.

2. The Consultancy Firm shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its employee(s) who shall be deputed for the assignment.
3. The Consultancy Firm shall make all arrangements for carrying out assignment at its own i.e logistic / administrative etc. under this agreement and shall in no way bear any liability on PTA.
4. Any ancillary service (s) connected to scope of work / necessary for assignment which is not expressly covered in this agreement / Request for Proposal, which is deemed appropriate by PTA during continuity of assignment shall be provided by the Consultancy Firm at its own cost.
5. Payment will be made through Cheque to Firm after submission of invoice / bill having GST invoice, duly signed / stamped by Authorized Representative of the Consultancy Firm after deduction of tax(s) at source as per Government Rules prevalent at time of payment.

Confidentiality of Information

The Consultancy Firm, its / his staff, workers, employees, personnel, agents or any other person acting for him and / or on his behalf shall hold in confidence and maintain complete confidentiality pertaining to all documents and other information supplied to the Consultancy Firm as well as to his Employees / Personnel, Agents etc. by or on behalf of PTA or which relates to PTA under this Agreement.

Conflict of Interest.

The Consultancy Firm will notify the PTA of its performance of Consultancy Firm services for any other person, which could conflict with its obligations under the Agreement. Upon receiving such notice, the PTA may terminate this Agreement or consent to the Consultancy Firm's outside consulting activities. failure to terminate, this Agreement within seven (7) business days of receipt of written notice of conflict shall constitute the PTA's ongoing consent to the Consultancy Firm's outside consulting services.

Dispute

1. If any **dispute** arises between parties as to terms of this Agreement or as to performance or non-performance of terms thereof or in connection with or arising out to this agreement, same shall be referred for resolution to Director General (Coordination), PTA at first stage.
2. In case dispute is not resolved at first stage the dispute shall be referred to Chairman PTA. Decision of Chairman PTA shall be final and binding on both parties
3. **Security Deposit/Retention Money:** Earnest Money of the Consultancy Firm will be retained by PTA as performance guarantee and shall be released on completion of the task to the satisfaction of PTA subject to a completion certificate issued by Deputy Director (Human Resource) PTA.
4. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is

- i. beyond the reasonable control of a party,
- ii. materially affects the performance of any of its obligations under this agreement, and
- iii. could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within control of such Party nor result of fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after date of this Agreement. The Firm shall promptly but not later than seven (07) days following Force Majeure event notify PTA of estimated extent and duration of its inability to perform or delay in performing its obligations (“Force Majeure Notification”).

(B) Relationship of Parties: This Agreement shall not be interpreted or construed to create an employer-employee relationship, an appointment to the service of PTA or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or to impose any partnership obligation or liability upon either party. The consultancy Firm shall have no right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, PTA except when so expressly authorized by PTA.

- (C) **Governing Law.**-The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the applicable laws of Pakistan.
- (D) **Annexure.** All Annexures forms an integral part of this Agreement and has to be read and construed as such.
- (E) Both Parties have agreed and signed this agreement before the witness on this day.

<p>_____</p> <p>(Mr. _____)</p> <p>S/o _____</p> <p>NIC # _____</p> <p>Address:- _____</p> <p style="text-align: center;">For and On Behalf of</p> <p>Firm</p>	<p>_____</p> <p>Deputy Director (Human Resource)</p> <p>For and On Behalf of</p> <p>Pakistan Telecom Authority (PTA)</p>
<p>Witness:</p> <p>1. _____</p> <p>_____</p> <p>_____</p>	<p>Witness:</p> <p>1. _____</p> <p>_____</p> <p>_____</p>

Annexure - A

Mandatory Requirements

All proposals must meet mandatory eligibility requirements. Proposals that do not meet mandatory eligibility requirements will be rejected and will not be evaluated further.

Sr. #	Mandatory Requirements	Yes	No
1.	Bid Security - Bid Security to be attached with Financial Proposal. (Certificate regarding attachment shall be submitted with Technical Proposal)	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of Certificate of Incorporation of Registration or equivalent (as the case may be)	<input type="checkbox"/>	<input type="checkbox"/>
3.	The firm must be active tax payer of FBR	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proof of GST registration with Federal / relevant Provincial tax authorities.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Proof of Minimum Experience (3 years as Minimum)	<input type="checkbox"/>	<input type="checkbox"/>
6.	Proof of Specific / Similar Job Completed. List of clients separately for private and public sector including salary surveys etc.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Profiles of all professionals who will carry out this assignment, if awarded.	<input type="checkbox"/>	<input type="checkbox"/>
8.	Undertaking on Stamp Paper that Bidder is not i. Insolvent or bankrupt. ii. blacklisted or barred by Public	<input type="checkbox"/>	<input type="checkbox"/>

	Procurement Regulatory Authority, Government, Semi-Government, Private, Autonomous body or any other organization		
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Annexure - B

Technical Proposal Submission Form

[Location, Date]

Deputy Director (HR),
PTA Headquarters, F-5/1, Islamabad, Pakistan
Tel: (051) 9215148, Fax: (051) 9225316
Email: imtiaznaqvi@pta.gov.pk

Sir,

We, the undersigned, offer to provide the HR Advisory / Consulting for revision of PTA employee service regulations in accordance with your Request for Proposal dated **[Advertisement Date]**. We are hereby submitting our Technical Proposal in sealed envelope.

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

We remain,

Yours sincerely,

Authorized Signature:

Name of Signatory:

Designation of Signatory:

Name of Firm:

Address:

Cell No:-----, Telephone No.

Fax No:

Email address:

Annexure - C

Financial Proposal Submission Form

[Location, Date]

Deputy Director (HR),

PTA Headquarters, F-5/1, Islamabad, Pakistan

Tel: (051) 9215148, Fax: (051) 9225316

Email: imtiaznaqvi@pta.gov.pk

Sir,

We, the undersigned, offer to provide consultancy services for revision of PTA employee service regulations in accordance with your Request for Proposal dated **[Advertisement Date]**. We are hereby submitting our Financial Proposal, in sealed envelope.

We hereby quote Rs. _____ including all applicable taxes as our fee against HR advisory services.

We understand that you are not bound to accept any proposal you receive

We remain,

Yours sincerely,

Authorized Signature:

Name of Signatory:

Designation of Signatory:

Name of Firm:

Address: / Cell No:/Fax No: /Email address:

Annexure - D

COMPANY'S PROFILE

Company profile shall contain following information. In addition applicant may provide whatever information they feel is relevant and useful for this purpose.

- a. Name of Firm: _____
- b. Date of registration of Firm: _____
- c. Address: _____
- d. Contact Person
- e. Telephone No: _____ Ext: ____ Fax No. _____
- f. Mobile
No. _____

Sr.#	Description	
	Profile of the Firm/company: i. Names of CEO/ Directors/ Partners ii. Nature of registration (sole proprietor, partnership, (Pvt) Ltd. As the case may be) Proof of registration shall be provided	
	No of Offices and No. of Employees i. Location of agency office/sub office ii. Number of branches Local / Foreign iii. Number of total employees Pakistan / Abroad	

	<p>Financial Position</p> <ul style="list-style-type: none">i. Bank statement of last one yearii. Copy of Annual Audited Accounts of the Firm of last three years.iii. Tax Registration (NTN/STN)	
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Annexure - E

SPECIFIC/SIMILAR EXPERIENCE

Relevant/similar services carried out in last 10 years that best illustrate past experience and track record of similar assignments.

Using format below, provide information on each assignment for which your firm/entity, either individually, as a corporate entity, or as one of major companies within a legally formed association, was legally contracted. Supporting documentary evidence i.e Engagement Letter/ Certificate for successful completion issued by Clients may be attached with Technical Proposal.

A separate form shall be filled for each assignment. In addition to following applicant, may provide any other information they feel is relevant and useful for this purpose.

Assignment Name:	Professional Staff provided by your Firm / Entity (profiles):
Name of Client: Client Address:	No. of Staff:
Address:	No. of Staff recruited Months; period in which the assignment was completed
Start Date (Month/Year): Completion Date (Month/Year):	Value of Contract (in PKR):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of the Project: Titles of the Positions Recruited with the Deptt:	
Description of Actual Services Provided by Your Firm/Staff:	

Methodology:

Annexure - G

LEAD AND PROFESSIONALS

Sr No.	Name	Qualification	Position / Organization	No. of years of Experience	No. of Years of Consultancy Experience

Annexure - H

PROFESSIONALS TO BE ASSIGNED

Personnel Summary (Complete for Lead and each professional and attach CVs.

Name of Employee:

Position:	
General Information	Date of Birth:
	Telephone:
	Fax:
	Years with Present Employer:
	Total years of experience:
	Consultancy Experience: No. of Years

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Technical experience
From	To	

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
Chartered Accountant , FCA/ ACA	
Management Accountant FCMA/ ACMA	
PhD	
MBA / MS Finance	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, above data correctly describes me, my qualifications, and my experience.

_____ Date: _____

__ Signature] Day/Month/Year

Full name :

Contact No. Tel:

Mobile

Email Address

Note:- A separate form shall be completed for each team member.

Form of Lead shall mention that it is Lead form.