

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 17/SYIG/PSDF/HROS

HR Outsourcing Services

SEPTEMBER 2022



Submission Date for Sealed Bids: October 10, 2022, on or before 03:00 PM

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk



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1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 by the Government of Punjab (GoPb). PSDF offers quality demand driven skills training to vulnerable and poor youth of Punjab helping them to create sustainable income generation opportunities in Pakistan and beyond.

Sealed bids/proposals are invited from established firms/companies for “**HR Outsourcing Services**” (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	HR Outsourcing Services	017/SYIG/PSDF/HROS	One Year (Extendable for other terms)	October 10, 2022 on or before 03:00 PM	October 10, 2022 on 03:30 PM	PKR 7.86 Million

For further details and terms of reference, please visit:

- etender.psd.org.pk/esop/guest/go/public/opportunity/current
- PPRA website ppra.punjab.gov.pk

Important Information:

- Follow instructions on etender.psd.org.pk
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure

Procurement Department, Punjab Skills Development Fund
21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.
UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

2) Instruction to Bidders

The selection of Bidder will be based on **Least Cost Selection Method** through **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 10** (Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

3) Conditions for Eligibility (Mandatory Requirement)

The Successful bidders, fulfilling the following criteria, will be considered eligible for the bidding process for HR Outsourcing Services required for PSDF.

- a. Evidence of the bidding firm/company’s registration/Incorporation. (Please attach copy of certificate of incorporation/company registration certificate.)

- b. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper **of Rs 100**, declaring that the company is not blacklisted.)
- c. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)
- d. The Bidder must be registered with EOBI and PESSI. (Please attach copy of Registration EOBI and PESSI)

If bidder fail to provide information as per the above mentioned or does not fulfil the requirement of, “Eligibility Criteria Checklist” (Annexure B) shall be dis-qualified and declared ineligible from the bidding process and its technical evaluation will not be carried out.

Note (Please mark the supporting documents for Eligibility Criteria Checklist)

4) Scope of Work

The Scope of work identify the main Tasks, Deliverables and Responsibility Matrix that the qualifying bidder would be expected to deliver upon, by working closely with the HR Department of PSDF, is attached as Annexure D.

5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.

- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- j) Successful bidders shall work with close coordination of PSDF admin team.
- k) All the services shall be checked and verified by PSDF admin team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) **Clarifications/ queries may be requested by October 05, 2022, before 5:00 PM through message box option of e-tendering portal and no response shall be given, if not requested through the message box of e-tendering portal.**
- n) Punjab Procurement Regulatory Authority (PPRA) Rules, 2014 will be applicable for this procurement
- o) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as **Annex-I**) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another two terms with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the admin team of PSDF based on actual services rendered.
- h. All taxes will be deducted in accordance with the applicable laws.
- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

7) Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex F** to submit the financial bid.

8) Delivery Timelines or Completion Date

Unless agreed otherwise, the duration of the contract will be 01 year. Services shall be provided from the date of execution of the contract/PO issuance for one year extendable for further two terms.

9) Performance Guarantee

The successful bidder will submit a performance guarantee in the form of pay order or bank guarantee 1% of the contract value at the time of signing the contract which will be returned after completion of the contract.

10) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in **“Annex – E”**.

11) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials in Annex – F” and commercial envelope of the E-tendering portal.

12) Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **October 10, 2022, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **October 10, 2022, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

a. Bid Security

Bid Security of 1% of estimated cost in the form of a pay-order or demand draft favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.



b. Cover Letter for the Submission of Technical Proposal

A cover letter as specified in “**Annex H**” shall be submitted with the proposal.

Annexures

Annex – A Organizational Information

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Annex – B Eligibility Response Checklist

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Evidence of the bidding firm/company's registration/Incorporation.	(Please attach copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the company is not blacklisted.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Must be an Active Taxpayer as per "Active Taxpayer List" of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration.	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)	<input type="checkbox"/>	<input type="checkbox"/>
4	The Bidder must be registered with EOBI/PESSI.	(Please attach copy of Registration EOBI/PESSI)	<input type="checkbox"/>	<input type="checkbox"/>

Annex – C Relevant Experience

Relevant Experience		
Sr. #	Required Information	Response (Please provide exact information with the organization name, location/s, and duration) Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms	i.
		ii.
		iii.
		iv.

Annex – D (Scope of Work)

Tasks to be performed by Firm:

1. The bidder must have a diverse pool of potential candidates for various positions at PSDF.
2. The bidder should provide a dedicated resource (POC) for all the operations of PSDF to ensure effective and efficient services.
3. The bidder shall provide CVs for relevant candidates after screening as per the requirements shared by PSDF. Final selection would be done by PSDF after interviewing top candidates.
4. In case, PSDF advertises a position then PSDF may share their pool with the bidder. The bidder shall do initial shortlisting based on the requirements, shared by PSDF, of a certain position.
5. The bidder will do all the necessary background and reference checks before sharing the CVs of those candidates with PSDF.
6. The bidder shall give the contract to the service units, selected by PSDF. The bidder will ensure the legality of the contract. Tenure of the employment contract shall be at the discretion of PSDF. These documents include the initial offer letter and then an appointment of contract.
7. Each service unit who would be employed by PSDF would be on a probation period for 3 months from the date of joining.
8. The bidder shall ensure that each service unit is insured against death (Natural & Accidental) and injury and fulfill requirements as per the law of the state/province and PSDF policies. PSDF shall pay the premium, on actual, for each service unit.
9. The bidder shall process the payroll of service units on the request of PSDF. Bidder will share the invoice with PSDF HR team (including Salaries & services Charges) around 20th of every month, which shall be paid to bidder within 1 week after invoice verification by PSDF team.
10. Invoice should include; salaries, OPD–medical (on actual with receipts), EOBI, or any other benefit covered under PSDF HR policy.
11. The bidder shall provide services of disbursing salaries to the service units. PSDF will decide the compensation of a service unit based on the existing paygrade of PSDF.
12. In case of the work-based travel, the bidder shall include the cost (Fuel, TADA, Lodging) incurred by the service units in their monthly invoice, which shall be paid on actual, based on the prescribed entitlement/grade, in the PSDF Policy Manual.
13. The bidder shall maintain database of all the service units employed for PSDF and will ensure availability of any/such reports, as/when required by PSDF e.g., leaves etc.
14. The termination of employment contract will be given by the bidder, based on the recommendations from PSDF only, which could originate due to performance or any other disciplinary issue.
15. The bidder shall prepare the final settlements of service units and share the invoice with PSDF.
16. The bidder will ensure that all service units comply to PSDF policies and regulations. The bidder will take appropriate actions against any disciplinary cases.
17. The bidder shall keep a database, disburse medical reimbursements of all the service units and ensure that all the supporting documents are duly verified.
18. Service units can be stationed at any PSDF office including PSDF head office and all satellite offices i.e. Rawalpindi, Multan & Bahawalpur etc.



19. PSDF will provide the service units with tools, equipment and any licences for software, necessary for carrying out their duties with PSDF, but the bidder shall be responsible for their safety & security, & shall also be held liable to pay in case of any loss or theft
20. PSDF will evaluate the performance of the service units employed for PSDF.
21. PSDF will make the final decision, if a contract of any service unit be renewed or extended and the tenure of that contract.
22. The decision of salary revision and increments shall be based on the performance of any given service unit. Final decision shall lie with PSDF management.
23. The bidder shall provide PSDF with replacements of any/such service units who wished to discontinue their employment with PSDF.
24. Service units shall be eligible to take sick, casual and annual leaves as per the existing PSDF Leave Policy or shared in the bidding document.
25. Service units will be eligible to attend trainings and learning interventions approved by their Line and HR department. The training budget will be according to their grades.
26. Bidder shall share the list of 5 shortlisted candidates for interviews within 2 weeks after a formal request for any position
27. Bidder will make the offer to the service units within 24 hours after PSDF selects the final candidate and share the date of joining with PSDF in the next 24 hours i.e., bidder shall give 24 hours to an individual to either accept or reject the offer. This entire process should not take more than 2 days.
28. Bidder will share the reports, or any data required as per the scope of work by PSDF HR Team, within 2 days after a formal request to the bidder by PSDF team.
29. PSDF will hold the bidder responsible if it makes the final offer to a selected candidate before their reference checks or verifying their educational background. Reference checks for fresh graduates is not necessary

Deliverables:

1. The Bidder shall conclude the hiring process including onboarding of the service units in 30 calendar days after the request received from PSDF.
2. Bidder will disburse the salaries to service units within 4 working days, once PSDF transfers the payable amount to bidder against rendered services after invoice verification.
3. Bidder will share the reports, or any data required as per the scope of work by PSDF HR Team, within 2 days after a formal request to the bidder by PSDF team.

Responsibility Matrix:

SR	Responsibility	Bidder	PSDF	Explanation
1	Short listing	✓		Bidder should have their own pool of candidates as written in the scope and PSDF Can share the pool of candidates who would apply for such positions.



2	Interviews		✓	PSDF shall conduct the interviews on PSDF's premises. Bidder will invite the shortlisted candidates for interviews.
3	Background Check & Reference Checks		✓	Bidder will do the necessary checking before sending the final CV's to PSDF and before making the final offer to the selected candidate.
4	Offer letter & Appointment Contract		✓	Bidder will send out the offer letter and share the final contract to the selected candidate.
5	Deciding the Compensation		✓	PSDF will decide the compensation according to the salary range of each grade.
6	Personal Files		✓	Bidder will prepare and maintain the service unit files and share the data whenever PSDF requires.
7	Outpatient Department (OPD) – Health (on actual)		✓	Health insurance to be arranged/maintained by Bidder based on PSDF approved HR policy, which shall be paid by PSDF on actual basis
8	In Patient Department (IPD) – Health		✓	Health insurance to be arranged/maintained by Bidder based on PSDF approved HR policy, which shall be paid by PSDF on actual basis
9	Insurance & EOBI		✓	Bidder to arrange & maintain insurance & EOBI as per the labor laws, which shall subsequently be paid by PSDF on actual basis.
10	Probation Confirmation		✓	Bidder will share the confirmation letter with service units only if recommended by PSDF.
11	Contract Extension		✓	Bidder will share the contract extension letter with service units only if recommended by PSDF
12	OPD Receipts collection		✓	Bidder will collect all the necessary receipts and share with PSDF to double-check before PSDF pays the OPD amount.



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13	Database of leaves, attendance	✓		Service units would take approval of leaves from PSDF and bidder will keep and maintain all the record of leaves.
14	Tools, Equipment, Laptop, Software Licenses		✓	PSDF will provide the necessary tools to the service units, but bidder shall be responsible for their safety & security & liable to pay PSDF in case of any loss/theft
15	Replacements in case of resignation/termination	✓		Bidder will provide replacements in case a service unit decides to resign or PSDF terminates the contract of any service unit due to performance or disciplinary issues.

Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
Sr. No	Descriptions	Total Points	Categorized Points	(Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Relevant Experience in similar HR outsourcing services	20		Documentary proof (copies of previously signed contract or workorder or Service Order) received from Clients to be furnished. If no valid attachment is provided in section 1.2.2 (e-tender) then no marks for section will be awarded.
	More than or equal to 8 years of experience		20	
	Less than 8 years and but greater or equal to 5 years of experience		15	
	Less than 5 years of experience but greater than 3 years		10	
2	Clients Portfolio	20		Documentary proof (copies of contract or workorder of clients) should be furnished. If no valid attachment is provided in section 1.3.2 (e-tender) then no marks for section will be awarded.
	Worked with at least 10 clients or more with similar HR outsourcing services		20	
	Worked with 8 clients or more but less than 10 clients		15	
	Worked with less than 8 clients but greater or equal to 5		10	
3	Company's overall Financial Capability (PKR)	15		Copy of Latest financial audit report done by ICAP/SBP registered auditing firm or Last year Tax Return (2020-2021). If no valid attachment is provided in section 1.4.2 (e-tender) then no marks for section will be awarded.
	Annual turnover /revenue of company should be greater than or equal to 50 million		15	
	If less than 50 million but greater than or equal to 25 million		10	
	Less than 25 million but greater 10 million		5	

4	Number of relevant HR Staff (with recruitment & HR operation experience) available on pool to handle recruitment & HR operation services	15		Complete list of staff with Designations, Qualification & HR related Experience and contact details on company letter head with sign and stamp by authorities. If no valid attachment is provided in section 1.5.2 (e-tender) then no marks for section will be awarded.
	10 to 13 personnel		15	
	6 to 9 personnel		10	
	1 to 5 personnel		5	
5	Registered Office	10		Provide Evidence on company letter head showing the address of the company. If no valid attachment is provided in section 1.6.2 (e-tender) then no marks for section will be awarded.
	If registered office in Lahore		10	
	If registered office is in other cities of the Pakistan, other than Lahore		5	
6	Online Employee Database and Web Portal	20		Provide Evidence through (Demo or Presentation or link sharing)
	Availability of online employee database and web portal		20	
Total Points Awarded		100		

Minimum passing marks for technical qualification are 65. Please mark/flag the supporting documents shared for technical qualification scoring.

Annex -F Form of Bid/ Financial Proposal

SR #	Description	Services Charges % on per month invoices (Inclusive of all applicable taxes)
01	HR Outsourcing Services required for PSDF (Administration & Services Charges)	

- **Payment Terms**

- PSDF reserve the right to increase or decrease the quantities of service units as per the business needs.
- Payment shall be made within 1 week from invoice submission in PSDF after proper verification and service acceptance by User department.
- All payment shall be made in PKR after the applicable taxes.

Annex- G Declaration

Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

Name	
Designation	
Signature	
Date and Place	

Annex- H Cover Letter

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Services for [Insert title of assignment] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the delivery of Services as per the client's request, if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Note: Kindly fill all the above relevant annexures and attach with the proposal.



Annex- I Tentative Draft Contract.

DATED _____ 2019

AGREEMENT FOR HR OUTSOURCING SERVICES

BETWEEN

Punjab Skills Development Fund

AND

THIS AGREEMENT is made at Lahore, Pakistan this _____ day of ____ **2019**:

Between

PUNJAB SKILLS DEVELOPMENT FUND, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

And

xxxxx, a company incorporated, having its office hereinafter referred to as “**Service Provider**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Service Provider shall individually be referred to as a “Party” and collectively as “Parties”)

Whereas, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to hire the services of a firm for outsourcing its HR services (“**Services**”).

And Whereas Service Provider is desirous of providing the aforesaid Services and submitted its bid on **xxxxxx, 2022** and the bid has been deemed successful for awarding of this Agreement.

And Whereas, Service Provider has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

Now, Therefore, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

1.1 The Recitals hereof shall form an integral part of this Agreement.

2. Scope of Work

2.1. Service Provider agrees to provide the Services detailed in **Appendix A**.

3. Term & Payment

3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be **one year** extendable for a similar term on same terms and conditions by mutual Agreement between parties.

3.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of a delay, PSDF shall be entitled to deduct a penalty of 0.5% per day of the monthly invoice amount up to a maximum of 10%.

3.3 In consideration of the satisfactory provision of Services and related services which shall be judged from a reasonable person standard, PSDF shall pay an amount (inclusive of all applicable taxes) in accordance with **Appendix B** of this Agreement.

3.4 All payments made hereunder shall be made subject to applicable tax deductions.

4. Obligations

- 4.1. In providing the Services and related services to PSDF, Service Provider shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Service Provider from time to time.
- 4.2. Service Provider shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Service Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and 5 years after the expiry of this Agreement.
- 4.5. Service Provider shall provide all relevant documentation regarding the Services to PSDF.
- 4.6. Service Provider shall, if required by PSDF, provide training services to all the employees of PSDF for the operation etc. of the Services.
- 4.7. Service Provider shall conclude the hiring process including onboarding of the service units in 30 days after the request received from PSDF.
- 4.8. Service Provider will disburse the salaries to service units within 4 working days, once PSDF transfers the payable amount to Service Provider against rendered services after invoice verification.
- 4.9. Service Provider will share the reports, or any data required as per the scope of work by PSDF HR Team, within 2 days after a formal request to the Service Provider by PSDF team.

5. Warranties and Representations

5.1. Service Provider' warranties and representations

- 5.1.1. **Service Provider warrants and represents that it has submitted 1% of the total contract amount as Performance guarantee (or any other form of performance security acceptable to PSDF).**
- 5.1.2. **Service Provider represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person**

are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

- 5.1.3. Service Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest.
- 5.1.4. **Service Provider warrants and represents that** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 5.1.5. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any Agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.6. Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.7. Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.8. Service Provider warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.9. This Agreement and all documents to be executed by Service Provider and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Service Provider.

5.2. PSDF's warranties and representations

- 5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any Agreement, judicial order, governmental ruling or



applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

6. Indemnities and Liabilities of Service Provider

6.1. Service Provider's maximum penalty for default shall be limited to the 10% of the total amount actually paid by PSDF to Service Provider, under this Agreement.

6.2. Service Provider shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Service Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the

extent arising out of or in connection with the purchase, any breach of this Agreement or violation of law by Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

7. Indemnities and Liabilities of PSDF

7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider received advance notice of the possibility of such damages.

7.2. Service Provider shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

8. Events of Default

8.1. The following events shall each constitute an “Event of Default” by Service Provider:

8.1.1. If Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any Agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Service Provider does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.2. If the Services provided does not conform to any requirements of PSDF and subject to the same being informed to Service Provider in writing the same is not replaced within 30 days.

8.2. PSDF reserves the right to terminate the Agreement at any point in time without assigning any reasons with a month’s notice. The Service Provider may terminate this Agreement at any point without assigning any reason with a three months notice.

9. Entire Agreement

This Agreement, together with the Appendices A & B constitutes the entire Agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or Agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

10. Waiver

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

11. Record

Service Provider shall retain all the records and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of 5 years after the termination of this Agreement.

12. Assignment and Sub-contracting

12.1 Service Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

12.2 Service Provider shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

13. Confidentiality

13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. Blacklisting

- 14.1. After signing the Agreement, if Service Provider is unable to fulfil its obligations and abandons Service Provider without any cogent reason, Service Provider may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. Force Majeure

- 15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.
- 15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16. Notices

- 16.1. A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;

in the English language; and

delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

16.2. Addresses:

PSDF	Service Provider
Attention: CEO 21 A Block H, Mateen Fatima Road Gulberg II, Lahore TEL:-042-111-11-77-33	Attention:

17. Severability

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

19. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

20. Amendments

Any amendment to this Agreement shall only be binding if executed in writing by the parties through their duly authorized representatives.

21. Arbitration and Governing law

22.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties' consent and submit to the jurisdiction and service of process to the courts in Lahore.

22.2. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration.

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Service Provider

Name: Designation: CEO On behalf of PSDF	Name: Designation: On behalf of Service Provider

Witnesses 1:

Witnesses 2:

Name:

Name:

CNIC:

CNIC:

Appendix A

Scope of Work

- **The following scope of work identify the main tasks and responsibilities that the Service Provider would be expected to deliver upon, by working closely with the HR Department of PSDF:**
 - 1) **The Service Provider must have a diverse pool of potential candidates for various positions at PSDF.**
 - 2) **The Service Provider should provide a dedicated resource (POC) for all the operations of PSDF to ensure effective and efficient services.**
 - 3) **The Service Provider shall provide CVs for relevant candidates after screening as per the requirements shared by PSDF. Final selection would be done by PSDF after interviewing top candidates.**
 - 4) **In case, PSDF advertises a position then PSDF may share their pool with the Service Provider. The Service Provider shall do initial shortlisting based on the requirements, shared by PSDF, of a certain position.**
 - 5) **The Service Provider will do all the necessary background and reference checks before sharing the CVs of those candidates with PSDF.**
 - 6) **The Service Provider shall give the contract to the service units, selected by PSDF. The Service Provider will ensure the illegality of the contract. Tenure of the employment contract shall be discretion of PSDF. These documents include the initial offer letter and then an appointment of contract.**
 - 7) **Each service unit who would be employed by PSDF would be on a probation period for 3 months from the date of joining.**
 - 8) **The Service Provider shall ensure that each service unit is insured against death (Natural & Accidental) and injury and fulfil requirements as per the law of the state/province and PSDF policies.**
 - 9) **PSDF shall pay the premium, on actual, for each service unit.**
 - 10) **The Service Provider shall process the payroll of service units on the request of PSDF. Service Provider will share the invoice with PSDF HR team (including Salaries & services**

Charges) around 20th of every month, which shall be paid to Service Provider within 1 week after invoice verification by PSDF team.

- 11) Invoice should include; salaries, OPD–medical (on actual with receipts), EOBI, or any other benefit covered under PSDF HR policy.**
- 12) The Service Provider shall provide services of disbursing salaries to the service units. PSDF will decide the compensation of a service unit based on the existing paygrade of PSDF.**
- 13) In case of the work-based travel, the Service Provider shall include the cost (Fuel, TADA, Lodging) incurred by the service units in their monthly invoice, which shall be paid on actual, based on the prescribed entitlement/grade, in the PSDF Policy Manual.**
- 14) The Service Provider shall maintain database of all the service units employed for PSDF and will ensure availability of any/such reports, as/when required by PSDF e.g. leaves etc.**
- 15) The termination of employment contract will be given by the Service Provider, based on the recommendations from PSDF only, which could originate due the performance or any other disciplinary issue.**
- 16) The Service Provider shall prepare the final settlements of service units and share the invoice with PSDF.**
- 17) The Service Provider will ensure that all service units comply to PSDF policies and regulations. The Service Provider will take appropriate actions against any disciplinary cases.**
- 18) The Service Provider shall keep a database, disburse medical reimbursements of all the service units and ensure that all the supporting documents are duly verified.**
- 19) Service units can be stationed at any PSDF office including PSDF head office and all satellite offices i.e. Rawalpindi, Multan & Bahawalpur etc.**
- 20) PSDF will provide the service units with tools, equipment and any licenses for software, necessary for carrying out their duties with PSDF, but the Service Provider shall be responsible for their safety & security, & shall also be held liable to pay in case of any loss or theft**
- 21) PSDF will evaluate the performance of the service units employed for PSDF.**
- 22) PSDF will make the final decision, if a contract of any service unit be renewed or extended and the tenure of that contract.**
- 23) The decision of salary revision and increments shall be based on the performance of any given service unit. Final decision shall lie with PSDF management.**

- 24) **The Service Provider shall provide PSDF with replacements of any/such service units who wished to discontinue their employment with PSDF.**
- 25) **Service units shall be eligible to take sick, casual and annual leaves as per the existing PSDF Leave Policy or shared in the bidding document.**
- 26) **Service units will be eligible to attend trainings and learning interventions approved by their Line and HR department. The training budget will be according to their grades.**
- 27) **Service Provider shall share the list of 5 shortlisted candidates for interviews within 2 weeks after a formal request for any position**
- 28) **Service Provider will make the offer to the service units within 24 hours after PSDF selects the final candidate and share the date of joining with PSDF in the next 24 hours i.e. Service Provider shall give 24 hours to an individual to either accept or reject the offer. This entire process should not take more than 2 days.**
- 29) **Service Provider will share the reports, or any data required as per the scope of work by PSDF HR Team, within 2 days after a formal request to the Service Provider by PSDF team.**
- 30) **PSDF will hold the Service Provider responsible if it makes the final offer to a selected candidate before their reference checks or verifying their educational background. Reference checks for fresh graduates is not necessary.**

- **Responsibility Matrix for the provision of services:**

SR	Responsibility	Service Provider	PSDF	Explanation
1	Short listing	•		Service Provider should have their own pool of candidates as written in the scope and PSDF Can share the pool of candidates who would apply for such positions.
2	Interviews		•	PSDF shall conduct the interviews on PSDF's premises. Service Provider will invite the shortlisted candidates for interviews.
3	Background Check & Reference Checks	•		Service Provider will do the necessary checking before sending the final CV's to PSDF and before making the final offer to the selected candidate.
4	Offer letter & Appointment Contract	•		Service Provider will send out the offer letter and share the final contract to the selected candidate.
5	Deciding the Compensation		•	PSDF will decide the compensation according to the salary range of each grade.
6	Personal Files	•		Service Provider will prepare and maintain the service unit files and share the data whenever PSDF requires.
7	Outpatient Department (OPD) – Health (on actual)	•		Health insurance to be arranged/maintained by Service Provider based on PSDF approved HR policy, which shall be paid by PSDF on actual basis

8	In Patient Department (IPD) – Health	•		Health insurance to be arranged/maintained by Service Provider based on PSDF approved HR policy, which shall be paid by PSDF on actual basis
9	Insurance & EOBI	•		Service Provider to arrange & maintain insurance & EOBI as per the labor laws, which shall subsequently be paid by PSDF on actual basis.
10	Probation Confirmation	•		Service Provider will share the confirmation letter with service units only if recommended by PSDF.
11	Contract Extension	•		Service Provider will share the contract extension letter with service units only if recommended by PSDF
12	OPD Receipts collection	•		Service Provider will collect all the necessary receipts and share with PSDF to double-check before PSDF pays the OPD amount.
13	Database of leaves, attendance	•		Service units would take approval of leaves from PSDF and Service Provider will keep and maintain all the record of leaves.
14	Tools, Equipment, Laptop, Software Licenses		•	PSDF will provide the necessary tools to the service units, but Service Provider shall be responsible for their safety & security & liable to pay PSDF in case of any loss/theft
15	Replacements in case of resignation/termination	•		Service Provider will provide replacements in case a service unit decides to resign or PSDF terminates the contract of any service unit due to performance or disciplinary issues.

Appendix B

Payment Terms

1. PAYMENT TERMS FOR SERVICES

- **Total Contract value is PKR /- (inclusive of all applicable taxes).**
- **Total Services Charges on monthly invoice value shall be % (inclusive of all applicable taxes).**
- PSDF reserves the right to increase or decrease the quantities of service units as per the business needs.
- Payment shall be made within 1 week from invoice submission in PSDF.
- All payment shall be made in PKR after deduction of applicable taxes.