

GOVERNMENT OF SINDH REHABILITATION DEPARTMENT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH) BUILDING NO.C-26, MAIN KHAYABAN-E-JAMIHILAL DHA, PHASE-VII, KARACHI.

Phone 021-3531422, Fax: 021-35314219 Karachi dated: 16.07.2025

Subject:

MINUTES OF THE FIRST MEETING OF CONSULTANT SELECTION COMMITTEE FOR HIRING OF CONSULTANT LEGAL FIRM HELD ON 16.07.2025 AT 1300 hours IN THE OFFICE OF PDMA HQ SINDH

The first meeting of the Consultant Selection Committee notified vide letter No.PDMA(s)/AD(Admin)/Legal/25/5524, dated: 24.06.2025 for the hiring of Consultant Legal Firm was held under the Chairmanship Director (F&A), PDMA, Sindh at PDMA Headquarter Karachi on 16.07.2025 at 1300 hours (List of the participants is attached).

- The Chair welcomed the participants of the meeting. The Chair apprised the participants that the tenure of the previously appointed legal firm ended on 25.04.2025, and presently, there is no dedicated Legal Wing or Legal Advisor within the organization to handle court matters and the absence of specialized legal expertise poses a risk to PDMA's interests and may lead to potential legal repercussions.
- During the course of meeting it was further apprised that the main purpose of this meeting was to finalize Request for Proposal (RFP), TOR document of the Consultant Legal Firm, Hiring Procedure, RFP fees, qualification and Experience mentioned therein, last date and time of collection, submission and opening of Request for Proposal (RFP) documents and method of selection of Consultant Legal Firm.
- 4. A Request for Proposal (RFP) draft document that includes all TORs and detailed Procedure, qualification, eligibility criteria and RFP fees were placed before the Consultant Selection Committee, which was examined and discussed at length. The Consultant Selection Committee, after deliberations, took the following decisions:
 - i. The draft Request for Proposal (RFP) documents were minutely examined and the Consultant Selection Committee unanimously finalized and approved upon, which may be perused at "Annexure-A".
 - The TORs along with eligibility and evaluation criteria were minutely examined and finalized.
 - iii. The draft Publication Notice for Request for Proposal (RFP) was also examined and unanimously approved by Consultant Selection Committee.

Abdul Ahad Pasha Chief (PP&H-1) Section Planning & Development Department Govt of Sindh Member CSC Qasim Akbar Nimai Deputy Secretary (B&E-II) Finance Department Govt of Sindh Member CSC

Riaz Ahmed Jakhrani Additional Secretary Law Department Govt of Sindh Member CSC

Sajjad Muhammad *
Deputy Director (HQ&C)
PDMA Sindh
Member/ Secretary CSC

Syed Shah Hussain Director (F&A) PDMA Sindh Chairman CSC

- iv. The Consultant Selection Committee decided the last date of time of collection, uploading and opening of Request for Proposal (RFP) at PDMA Head quarter Karachi i.e. Building No. C-26, Main Khayaban-e-Jami, DHA, Phase-VII, Karachi.
 - v. The fees for the Request for Proposal (RFP) was finalized at Rs.5,000/- non-refundable.
- vi. The Selection of Consultant Legal Firm as per condition and nature of work would be single stage two envelopes (Technical and Financial Proposals).
- vii. Method of selection of Consultant Legal Firm will be Quality and Cost Based Selection Method as per SPPRA rule 72(3)(a).
- viii. The bid security will be 2% (Refundable) of the total quoted bid.
 - ix. The successful bidder will have to deposit performance guarantee to the tune of 5% of the quoted value at the time of award of contract.
 - x. The Consultant Selection Committee recommends publication of the Request for Proposal (RFP) in the three leading newspapers of English, Urdu & Sindhi, which will also be hoisted on SPPRA & PDMA Sindh website, the Consultant Selection Committee will start evaluating technical proposals following the next day of opening of bid.
- 5. The meeting ended with vote of thanks to and from the Chair.

ABDUL AHAD PASHA

Chief(PP&H-1) Section

P&D Department,

Govt of Sindh

Member CSC

RIAZ AHMED JAKHRANI

Additional Secretary,

Law Department,

Govt of Sindh/

Member CSC

QASIM AKBAR NIMAI

Deputy Secretary (B&E-II),

Finance Department,

Govt of Sindh

Member CSC.

SAJJAD MUHAMMAD

Deputy Director (HQ&C),

2 16/07/2025

PDMA Sindh

Member / Secretary CSC

SYED SHAH HUSSAIN

Director (F&A),

PDMA Sindh/

Chairman CSC

ATTENDANCE SHEET FOR PROCUREMENT COMMITTEE

PRE-BID MEETING FOR CONSULTANT SELECTION COMMITTEE FOR HIRING OF CONSULTANT LEGAL FIRM CFY 2025-26 HELD ON 16TH JULY 2025 AT 1300 HOURS (PDMA HEAD OFFICE KARACHI)

5	4	ω	2	1	S.NO
A. Ahad Rushn.	Chaum Aksar	Sejjad Muhammad. D.D (Ha &c).	Rightmed Jaxwam A.S (legis)	Seo Sum Hussain Dis (FEA)	NAME
Ac(PP\$H-1)	D1(84E)	五日(北京)	in A.S (legis)	Dis (Fr. A)	DESIGNATION
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GOVERNMENT OF SINDH REHABILITATION DEPARTMENT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)



MINUTES OF THE 02ND MEETING OF THE CONSULTANT SELECTION COMMITTEE HELD ON 29th SEPTEMBER, 2025 AT 1400 HOURS FOR THE OPENING OF TECHNICAL BIDS FOR HIRING OF LEGAL CONSULTANT FIRM FOR THE LEGAL MATTERS OF PDMA SINDH FOR CFY 2025-26 AT PDMA HEAD OFFICE KARACHI

The 2nd meeting of the Consultant Selection Committee constituted under Rule 67 of the SPP Rule-2010, and notified vide Rehabilitation Department notification No. PDMA(S)/AD(Admn)/Legal/25/5524, dated:24.06.2025 regarding hiring of legal consultant firm for the legal matter of PDMA Sindh was held under the Chairmanship of Director (F & A), PDMA Sindh/ Chairman CSC on 29th September, 2025 at 1400 hours in PDMA Head office Karachi for Opening of technical bids of Request for Proposal (RFP), as per scheduled communicated vide RFP published in leading newspaper Daily Express Date: 13-09-2025, Dawn Date: 14-09-2025 and Kawish Date: 14-09-2025 (INF-KRY/2827/2025), hoisted on PDMA website and SPPRA-EPADS portal (EPADS ID # S- S-250954459, The attendance sheet for Consultant Selection Committee and participated vender's/firms are attached as (Annexure - A & B).

- 2. After welcoming the participants, the Chair apprised them that as per RFP, the bidding process was single stage two envelope as per (Rule 46(2) of SPP Rules-2010 amended time to time) and only technical bids would be opened in the presence of the bidders or their representatives through the EPADS portal. The Consultant Selection Committee would then scrutinize the bids with respect to tender fee, earnest money, compliance with the Single Stage Two Envelope procedure and mandatory requirements in the initial phase. It was further informed to all participants that only those bidders who qualify in the initial scrutiny would be evaluated further by the Consultant Selection Committee in due course of time. The financial bids of only those bidders who successfully qualify under the technical evaluation criteria shall be opened through EPADS, in accordance with the SPP Rules.
- 3. The Chairman CSC also apprised the committee that only 01 legal firm / bidder has submitted RFP document along with document fee amounting to Rs. 5,000/=.

Riaz Ahmed Jakhrani Additional Secretary

Law Department
Govt of Sindh Member CSC

Qasim Akber Nimai Deputy Secretary (B & E-II) Finance Department Govt 0f Sindh / Member CSC

Abdul Ahad Pasha
Assistant Chief, PP&H-I
Planning & Development Deptt:
Govt of Sindh / Member CSC

Sajjad Muhammad • Deputy Director (HQ&C)
PDMA Sindh
Secretary CSC

Syed Shah Hussain Director (F & A) PDMA Sindh Chairman CSC 4. The summary indicating the legal firm / bidder who participated in the bidding process as under:

S.No	No of RFP document submitted by the Firms/bidders through EPADS	Attendance sheet of the bidders.
01	01	Annex "B"

5. Following is the detail of Participating legal firm in RFP through EPADS:

S.No	Name of Participating Legal firm	RFP Document Fee (Rs.5,000/=)
01	M/s Touqeer & Ali Advocates &	Pay Order # 19435126
01	Legal Consultant	Bank: United Bank Limited

- 6. The CSC, after deliberations, made the following decisions:
- It was decided that the detailed evaluation of the participated legal firm's qualification report for above mentioned procurement may be done in the next meeting of CSC and recommendations would be finalized.
- ii. It was decided that after the finalization of the Technical Evaluation Report, the firm/bidder found qualified under the "Technical Evaluation Criteria" shall be informed through the EPADS portal prior to the date of opening of the financial proposal. The financial bid shall be opened in their presence.

The Meeting ended with vote of thanks to and from the chair.

RIAZ AMMED JAKHRANI Additional Secretary

Law Department

Govt of Sindh/ Member CSC

QASIM AKBAR NIMAI

Deputy Secretary (B&E-II)

Finance Department

Govt of Sindh, Member CSC

ABDUL AHAD PASHA

Assistant Chief, PP&H-I Section

Planning & Development Department

Govt of Sindh/ Member CSC

SAJJAD MUHAMMAD

Deputy Director (HQ&C)

PDMA Sindh/ Secretary CSC

SYED SHAH HUSSAIN Director (F & A)

PDMA Sindh/Chairman CSC

ATTENDANCE SHEET FOR BIDDERS

MEETING FOR OPENING OF HIRING OF LEGAL CONSLTANT FIRM (RFP) FOR CFY 2025-26

HELD ON 29TH SEPTEMBER 2025 AT 1400 HOURS (PDMA HEAD OFFICE KARACHI)

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				313-3141000	CONTACT
				N	SIGNATURE

ATTENDANCE SHEET FOR CONSULTANT SELECTION COMMITTEE

MEETING FOR OPENING OF HIRING OF LEGAL CONSLTANT FIRM (RFP) FOR CFY 2025-26 HELD ON 29TH SEPTEMBER 2025 AT 1400 HOURS (PDMA HEAD OFFICE KARACHI)

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A. Arab Sach.	Gasion Arbas	Riaz Three Janmen	Saijard Muhannand, DD(HR, Ic)	SED SHAH HUSSAIN	NAME
AC (PP\$4-1)	DJ	+ ts (Legis)	あか(144)で)	DIR(FFA)	DESIGNATION
PS DA	Finance	Law Department	PAMA (REHAB)	PDM1 A	DEPARTMENT
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GOVERNMENT OF SINDH REHABILITATION DEPARTMENT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)



MINUTES OF 3rd CONSULTANT SELECTION COMMITTEE MEETING HELD ON 7TH OCTOBER, 2025 AT 1400 HOURS FOR EVALUATION OF RFP BID FOR HIRING OF CONSULTANT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA FOR THE FY 2025-26

A meeting of the Consultant Selection Committee constituted under Rule 67 of the SPP Rule-2010 and notified by the Rehabilitation Department vide notification No. PDMA(S)/AD(Admin)/Legal/25/5524, dated:24.06.2025 regarding hiring of consultant legal firm for the legal matter of PDMA Sindh was held under the Chairmanship of Director (F&A), PDMA Sindh/ Chairman CSC on 7th October, 2025 at 1400 hours for evaluation of RFP bid in PDMA Head office Karachi for the evaluation of technical bid (Request for Proposal).

The chair welcomed committee members and apprised the committee that, only 01 legal firm/ bidder has submitted the technical proposals (RFP documents) through EPADS and in this meeting the CSC shall evaluate the eligibility of legal firm as prescribed in the RFP documents and on the basis point system as prescribed in the RFP documents (13.1,13.2,13.3,13.4)} and section-4 mentioned at page 49 (Eligibility Criteria). The bidder who qualify in this scrutiny shall be recommended for the opening of Financial proposal as specified in SPPRA rules through EPADS. (The attendance sheet of the CSC is attached as Annexure- "A")

The CSC thoroughly examined and evaluated the technical proposal as per criteria mentioned in bidding document (RFP). The details of evaluation, along with assessment, are provided below; [the same are attached at (Annexure-"B")]

Riaz Ahmed Jakhrani Additional Secretary

Law Department Govt of Sindh Member CSC

Qasim Akbar Nimai Deputy Secretary (B & E-II) **Finance Department** Govt Of Sindh / Member CSC

Abdul Ahad Pasha **Assistant Chief** Planning & Development Deptt: Govt of Sindh / Member CSC

Sailad Muhammad Deputy Director (HQ&C) **PDMA Sindh**

Sved Shah Hussain Director (F&A) PDMA Sindh Secretary CSC Chairman CSC

5#	Initial Eligibility Criteria of Firm/ Consortium	M/s Touqeer & Ali Advocates & Legal Consultants. Eligibility (YES/NO)
1	An affidavit on 500/- rupees stamp / bond paper declaring/certifying that firm(s)/Consortia have never been blacklisted.	-YES-
2	Must have registration at FBR (Active Status) and Registered with SRB (If required). Registration Certificate	-YES-
3	Must be registered with Bar Council. (Evidence in form of certificate of incorporation & registration)	-YES-
4	Must have the capacity /team of professional Lawyers to contest cases at the highest legal forums in Pakistan i.e. Hon'ble Supreme Court of Pakistan, Hon'ble High Courts, Accountability Courts, Ombudsmen offices and other Legal forums ((Profile(s) of team members/professional lawyers engaged with contesting firm witnessing / reflecting their standing/defending/practice success before said forums).	-YES-
5	Firm must submit signed and stamped RFP / Bidding documents along with Technical/ financial Proposal (s) through E-bid	-YES-
6	Firm must submit RFP document fees Rs.5000/- and 2% Bid Security (in sealed envelope) (Refundable) to the Asst Director (P), PDMA Sindh in the form of Pay Order / Demand Draft in the name of PDMA, Sindh before the time of opening of technical proposal of RFP.	-YES-
7	The Firm must have an average annual financial turnover of at least PKR 20Million during the last two years, as verifiable from the financial statements & Bank Statement and same should be provided, besides Audit Reports and income Tax returns of last two years	-YES-
	STATUS OF EVALUATION OF ELIGIBILITY CRETERIA : QUALIFIED / DISQUALIFIED	QUALIFIED

The CSC conducted comprehensive examination and evaluation of the technical proposal based on the criteria outlined in the RFP documents, utilizing the point system as prescribed in the RFP document {Section-2(13.1,13.2,13.3,13.4)} The detail of evaluation, along with the assessment, are provided below; [the same are attached at (Annexure- "C")

Rjaz Ahmed Jakhrani **Additional Secretary** Law Department

Qasim Akbar Nimai Deputy Secretary (B & E-II) **Finance Department Govt of Sindh Member CSC** Govt Of Sindh / Member CSC

Abdul Ahad Pasha Assistant Chief Planning & Development Deptt: Govt of Sindh / Member CSC

Sajjad Muhammad Deputy Director (HQ&C) **PDMA Sindh** Secretary CSC

Syed Shah Hussain Director (F&A) **PDMA Sindh** Chairman CSC

S.No	Evaluation Criteria on the basis of Point System	Marks	M/s Touqeer & Ali Advocates & Legal Consultants
	e		Marks Obtained
13.1	Five Lawyers with Bachelor's degree in Law from a HEC recognized University and must have 04 years' experience as practicing lawyer (CVs along with enrolment certification with Bar Council required) (06 points for each Lawyer)	30	30
13.2	Two lawyers of the panel must be registered / enrolled with the Hon'ble Supreme Court of Pakistan (documentary evidences required along with CVs); (10 points for each enrollment)	20	20
13.3	Regional presence (in form of offices and deputed staff) in the province of Sindh (i.e. Karachi, Hyderabad, Shaheed Benazirabad, Larkano, Sukkur & Mirpurkhas). (Evidence required in form of postal address and/or contact details); (5 points for each region)	30	30
13.4	Demonstrated experiences that a firm in disaster management litigation and legal advisory (Minimum 20 cases and 01 point for each case)	20	20
	Total Marks Obtained	100	100
	Status of evaluation of firm on the basis of min. 70 marks required to qualify		QUALIFIED

The CSC after thoroughly examining and evaluating the technical proposal in the RFP documents made the following decisions based on the criteria outlined in the bidding documents:

- To notify the participating Consultant Legal Firm of their Qualification in i. accordance with the SPP Rules.
- The CSC verified the status of Firm/bidder regarding their active ii. registration in Income Tax with the Federal Board of Revenue (FBR).
- The technical bid evaluation report shall be uploaded on the EPADS Portal iii. & PDMA Sindh website in compliance with SPPRA Rules prior to the opening of financial bid.
 - The CSC has finalized the result of Technical Evaluation of the firm and determined iv. that only one bidder, who meet the "technical evaluation criteria" shall be informed prior to date of financial opening and the financial bid of qualified firm shall be opened in their presence.

The meeting ended with vote of thanks to and from the chair.

Additional Secretary

Law Department **Govt of Sindh Member CSC** Oatim Akbar Nimai Deputy Secretary (B & E-II) **Finance Department**

Govt Of Sindh / Member CSC

Abdul Ahad Pasha **Assistant Chief**

Planning & Development Deptt: Govt of Sindh / Member CSC

Sajiad Muhammado

Deputy Director (HQ&C) **PDMA Sindh**

Secretary CSC

Sved Shah Hussain Director (F&A)

PDMA Sindh Chairman CSC

ATTENDANCE SHEET FOR CONSULTANT SELECTION COMMITTEE

MEETING FOR EVALUATION OF RFP DOCUMENT FOR HIRING OF LEGAL CONSLTANT FIRM FOR CFY 2025-26

HELD ON 07TH OCTOBER 2025 AT 1400 HOURS (PDMA HEAD OFFICE KARACHI)



PROVINCIAL DISASTER MANAGEMENT AUTHORITY REHABILITATION DEPARTMENET GOVERNMENT OF SINDH



(HIRING OF CONSULTENT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA) EVALUATION OF ELIGIBILITY CRETERIA OF LEGAL FIRM

of the consultant legal firm as per following criteria as prescribed in the RFP document. Based on the result of Technical Evaluation following firm have been declared The Consultant Selection Committee meeting for the hiring of Consultant Legal Firm was held on 07.10.2025 at 1400 hours at PDMA HQ Karachi to evaluate the eligibility qualified/ disqualified on the basis on said criteria. The technically qualified bidder shall participate in the next phase of Financial Bid opening.

	Initial Eligibility Criteria of Firm/ Consortium	Eligibility (Yes / No)	Ali Advocates & Legal Consultants
1.	An affidavit on 500/- rupees stamp / bond paper declaring/certifying that firm(s)/Consortia have never been blacklisted.	YES / NO	-YES-
2.	Must have registration at FBR (Active Status) and Registered with SRB (If required). Registration Certificate	YES / NO	-YES-
3.	Must be registered with Bar Council. (Evidence in form of certificate of incorporation & registration)	YES / NO	-YES-
4	Must have the capacity /team of professional Lawyers to contest cases at the highest legal forums in Pakistan i.e. Hon'ble Supreme Court of Pakistan, Hon'ble High Courts, Accountability Courts, Ombudsmen offices and other Legal forums ((Profile(s) of team members/professional lawyers engaged with contesting firm witnessing / reflecting their standing/defending/practice success before said forums).	YES / NO	-YES-
5.	Firm must submit signed and stamped RFP / Bidding documents along with Technical/ financial Proposal (s) through E-bid	YES / NO	-YES-
.9	Firm must submit RFPdocument fees Rs.5000/- and 2% Bid Security (in sealed envelope) (Refundable) to the Asst Director (P), PDMA Sindh in the form of Pay Order / Demand Draft in the name of PDMA, Sindh before the time of opening of technical proposal of RFP.	YES / NO	-YES-
7.	The Firm must have an average annual financial turnover of at least PKR 20Million during the last two years, as verifiable from the financial statements & Bank Statement and same should be provided, besides Audit Reports and income Tax returns of last two years	YES / NO	-YES-
	STATUS OF EVALUATION OF ELIGIBILITY CRETERIA: QUALIFIED / DISQUALIFIED		QUALIFIED

Govt of Sindh Member CSC Additional Secretary Law Department

Finance Department Govt Of Sindh / Member CSC Deputy Secretary (B & E-II) Qasim Akbar Nimai

Planning & Development Deptt: Govt of Sindh / Member CSC Abdul Ahad Pasha **Assistant Chief**

Deputy Director (HQ&C) Sajjad Muhammad Secretary CSC PDMA Sindh

Syed Shah Hussain Director (F&A) PDMA Sindh

Chairman CSC



PROVINCIAL DISASTER MANAGEMENT AUTHORITY REHABILITATION DEPARTMENET GOVERNMENT OF SINDH



(HIRING OF CONSULTNT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA) EVALUATION CRETERIA OF RFP ON THE BASIS OF POINT SYSTEM

the eligibility of the consultant legal firm on the basis of point system as prescribed in the RFP document {Section-2(13.1,13.2,13.3,13.4)}. Based on the results of Technical Evaluation following firm have been declared qualified / disqualified on the basis on said criteria. The technically qualified bidder shall participate The Consultant Selection Committee meeting for the hiring of Consultant Legal Firm was held on 07.10.2025 at 1400 hours at PDMA HQ Karachi to evaluate in the next phase of Financial Bid opening.

	Marks	M/s Touquer & All	REMARKS
Evaluation Criteria on the basis of Point System		Advocates & Legal Consultants	
		Marks Obtained	
Five Lawyers with Bachelor's degree in Law from a HEC recognized University and must have 04 years' experience as practicing lawyer (CVs along with enrolment certification with Bar Council required)	30	30	
(06 points for each Lawyer) Two lawyers of the panel must be registered / enrolled with the Hon'ble Supreme Court of Pakistan (documentary evidences required along with CVs);	20	20	
(10 points for each enrollment)			
Regional presence (in form of offices and deputed staff) in the province of Sindh (i.e. Karachi, Hyderabad, Shaheed Benazirabad, Larkano, Sukkur & Mirpurkhas). (Evidence required in form of postal address and/or contact	30	30	
details); (5 points for each region)		1	
Demonstrated experiences that a firm in disaster management litigation and legal advisory (Minimum 20 cases and 01 point for each case)	20	20	
Final Result of Evaluation Criteria (Minimum 70 marks required to qualify)	100	100	
Status of evaluation of firm on the basis of min. 70 marks required to qualify		QUALIFIED	

Govt of Sindh Member CSC Additional Secretary Riaz Ahmed Jakhrani Law Department

Finance Department Govt Of Sindh / Member CSC Deputy Secretary (B & E-II) Qasam Akbar Nimal

Planning & Development Deptt: Govt of Sindh / Member CSC Abdul Ahad Pasha **Assistant Chief**

Sajjad Muhammad Secretary CSC PDMA Sindh

Deputy Director (HQ&C)

Syed Shah Hussain Director (F&A) Chairman CSC PDMA Sindh



GOVERNMENT OF SINDH REHABILITATION DEPARTMENT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)



MINUTES OF 4th CONSULTANT SELECTION COMMITTEE MEETING HELD ON 22nd OCTOBER, 2025 AT 1400 HOURS FOR OPENING OF FINANCIAL BIDs (RFP) FOR HIRING OF CONSULTANT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA SINDH FOR THE FY 2025-26

A meeting of the Consultant Selection Committee constituted under Rule 67 of the SPP Rule-2010 and notified by the Rehablilitation Department vide notification No. PDMA(S)/AD(Admin)/Legal/25/5524, dated:24.06.2025 regarding hiring of consultant legal firm for the legal matters of PDMA Sindh was held under the Chairmanship of Director (F&A), PDMA Sindh/ Chairman Consultant Selection Committee on 22nd October, 2025 at 1400 hours for opening of Financial bid(s) (RFP) in PDMA Head office Karachi.

- The chair welcomed committee members and apprised the committee that, only 2. one (01) bid received for the RFP on the opening date of technical bids and the same was technically qualified in the technical Evaluation of RFP by the committee. The biding process was single stage two envelope as per (Rule 46(2)) of SPP Rule, 2010 (amended from time to time) was adopted for the instant procurement, hence the financial bid was to be opened in front of bidder/firm(s) or their representatives as per SPP Rules, 2010 (Amended from time to time). The attendance sheets of the CSC and bidder(s) attached as Annexure - "A" and Annexure - "B".
- The details of qualified bidder as per technical evaluation in the last PC meeting held on 7th October 2025 at 1400 hours is as under;

S#	Name of the Bidders	Status of Firm Technical Qualification Report (Qualified/Disqualified)	Annexure
1	M/s Touqeer & Ali Advocates & Legal Consultants	Qualified	Annex: "C" & "D"

The financial bid of technically qualified firm was opened through EPADS Portal in front of the representative of the firm, who were present at the time of opening. The bid was opened for the RFP item and name of the firm / bidder, rate and total amount was read out loudly and recorded.

med Jakhrani ditional Secretary Department

Govt of Sindh Member CSC

Qasim Akbar Nimai Deputy Secretary (B & E-II)

Finance Department Govt Of Sindh / Member CSC **Abdul Ahad Pasha Assistant Chief**

Planning & Development Deptt: Govt of Sindh / Member CSC

Nuhammad Deputy Director (HQ&C)

PDMA Sindh Secretary CSC

Sved Shah Hussain Director (F&A) **PDMA Sindh**

Chairman CSC

The Summary indicating the detail of legal firm who participated in the opening of financial bid is as under:

	DE	TAIL OF FINAN	CIAL BID O	PENING	
S #	Name of Legal Firm	Cost offered by the Bidder (PKR)*	Ranking in term of cost	Reason for acceptance or rejection	Remarks
1	M/s Touqeer & Ali Advocates & Legal Consultants	2,450,000	1 st	Responsive Bid	. =

- 6. The PC, after deliberations, took the following decisions:
 - The Consultant Selection Committee (CSC) decided that, for RFP Item, only one firm was found technically qualified, and the financial bid for the same item has been opened accordingly and to ensure competitiveness, the CSC also decided to get quotations from at least three registered law firms competing in the market with the same standards as of successful bidder to compare their quoted rate with the bid preferred by the successful firm (single firm) to have an idea of market rate and market standards under section 48 of SPP Rules 2010(amended from time to time).
 - ii. It was also decided that, if the qualified bidder's rate is found to be fair, reasonable, and responsive, a recommendation for the award of contract shall be made in the next meeting of the Consultant Selection Committee.

The meeting ended with vote of thanks to and from the chair.

7. The procuring agency should ensure that the "law firm" to be hired must be S.R. B (Sindh Revenue Board) registered. (If applicable).

Ahmed Jakhrani Additional Secretary

Law Department Govt of Sindh Member CSC Oasim Akhar Nimai Deputy Secretary (B & E-II) **Finance Department**

Govt Of Sindh / Member CSC

Abdul Ahad Pasha Assistant Chief

Planning & Development Deptt: Govt of Sindh / Member CSC

Saijad Muhammad Deputy Director (HQ&C) **PDMA Sindh** Secretary CSC

Sved Shah Hussain Director (F&A) **PDMA Sindh** Chairman CSC

ATTENDANCE SHEET FOR BIDDERS

MEETING FOR OPENING OF FINANCIAL BID HIRING OF LEGAL CONSLTANT FIRM (RFP) FOR CFY 2025-26

HELD ON 22ND OCTOBER 2025 AT 1400 HOURS (PDMA HEAD OFFICE KARACHI)

ATTENDANCE SHEET FOR CONSULTANT SELECTION COMMITTEE

MEETING FOR OPENING OF FINANCIAL BID FOR HIRING OF LEGAL CONSLTANT FIRM (RFP)

FOR CFY 2025-26

HELD ON 22ND OCTOBER 2025 AT 1400 HOURS (PDMA HEAD OFFICE KARACHI)

S.NO	NAME	DESIGNATION	DEPARTMENT	CONTACT	CIGNATI IDE
7	Syco Sum Hosona	Drecook (FeA)	Powa	0300 2891HO	L. andi
2	Riaz Ahmed Jachnam	m Secretary	Law Deptt.	2692264	Reportedant
æ	Saylard Muhammas	DD (#18 2c)	PDMA (REHAB)	0331-2817531	
4	(Sasim Akbar	J. A	F. B.	0333	5 80Nos 5
2	A. Atms Basen.	AC(PSO).	PADO.	مهادالة. 135	



GOVERNMENT OF SINDH REHABILITATION DEPARTMENT PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)

MINUTES OF 5th CONSULTANT SELECTION COMMITTEE MEETING HELD ON 03rd NOVEMBER, 2025 AT 1200 HOURS FOR THE EVALUATION OF FINANCIAL BID(s) FOR HIRING OF CONSULTANT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA FOR THE CFY 2025-26

A meeting of the Consultant Selection Committee constituted under Rule 67 of the SPP Rule-2010 and notified by the Rehab1ilitation Department vide notification PDMA(S)/AD(Admin)/Legal/25/5524, No. dated:24.06.2025 regarding hiring of consultant legal firm for the legal matter of PDMA Sindh was held under the Chairmanship of Director (F&A), PDMA Sindh/ Chairman Consultant Selection Committee on 03rd November, 2025 at 1200 hours for the evaluation of Financial bid(s) in PDMA Head office Karachi. The attendance sheet of the CSC is attached as Annexure-"A"

- The chair welcomed the participants and informed the Consultant Selection Committee (CSC) that only one legal firm has qualified under the technical evaluation i.e. M/s Touquer & Ali Advocates & Legal Consultants and accordingly the CSC opened its financial bid during its meeting held on 22.10.2025 at 1400 in PDMA HO Karachi.
- 3. The chairman further informed that as per the CSC's decision taken last meeting held on 22-10-2025, quotations/financial proposals were received from registered law firms in the market and compared with the successful bidder under Section 48 of the SPP Rules, 2010 (Amended from time to time) and it was found that all three quotations/financial proposals were higher than the financial bid preferred by M/s Touquer & Ali Advocates & Legal Consultants, accordingly, quotations / market rates duly compared with successful bid is given hereunder:

hmed Jakhrani ional Secretary Department

Govt of Sindh Member CSC

Qasim Akbar Nimai Deputy Secretary (B & E-II) **Finance Department**

Govt Of Sindh / Member CSC

Abdul Ahad Pasha Assistant Chief

Planning & Development Deptt: Govt of Sindh / Member CSC

Sajjad Muhammad > Deputy Director (HQ&C)

PDMA Sindh Secretary CSC Syed Shah Hussain Director (F&A) PDMA Sindh

Chairman CSC

Comparison of Successful Financial Bidder M/s Touquer & Ali Advocates & Legal Consultants with the Market Rates (Quotation/Financial proposals received from the legal Firms)

Sr.	Bid quoted by the	Rate quoted by	the Legal firms	
#	successful bidder M/s Touqeer & Ali Advocates & Legal Consultants (For one Year)	M/s Mian Rafiu Tunio & Co	M/s Jalbani Associates	M/s Universal Associates
1	Rs.2,450,000/-	Rs.4,600,000/-	Rs.5,000,000/-	Rs.7,500,000/-
		Annexure-B	Annexure-C	Annexure-D

4. Upon evaluation and comparison of financial bid with other legal firms, it was found that the financial bid of *M/s Touqueer & Ali Advocates & Legal Consultants* remains lowest and most advantageous, therefore, the Consultant Selection Committee recommended M/s Touqueer & Ali Advocates & Legal Consultants for award of contract, the details of BER is annexed at "E".

The meeting ended with vote of thanks to and from the chair.

5. The procuring agency, at the time of technical as well as financial evaluation stages, was advised to have status of consulting firm re-checked with SRB, due to non-registration with "Board" prior awarding the contract. Par

Riaz/Ahmed Jakhrani Additional Secretary

Additional Secretary
Law Department
Govt of Sindh Member CSC

Qasim Akbar Nimai Deputy Secretary (B & E-II) Finance Department Govt 0f Sindh / Member CSC

Abdul Ahad Pasha Assistant Chief Planning & Development Deptt: Govt of Sindh / Member CSC Sajjad Muhammad
Deputy Director (HQ&C)
PDMA Sindh
Secretary CSC

Syed Shah Hussain Director (F & A) PDMA Sindh Chairman CSC

MEETING FOR EVALUATION OF FINANCIAL BID HIRING OF LEGAL CONSLTANT FIRM FOR CFY 2025-26 **ATTENDANCE SHEET FOR CONSULTANT SELECTION COMMITTEE**

HELD ON 03RD NOVEMBER 2025 AT 1200 HOURS (PDMA HEAD OFFICE KARACHI)

S.NO	NAME	DESIGNATION	DEPARTMENT	CONTACT	SIGNATURE
Н	SYEDEM HOSAIN	DIR(FEA) PDMA	PDMA, REHAD	9411168C 0050	h. mile
2	Sojjad Muhammad	DD(H&Se)	PDMA (REHARS.)	6331-2917531	P S
6	ARACUL PHOROPORM	A (1854-i)	PSDD.	0852-2017 Dec	
4	Gasim Appar	(A.A) 54	FA	251-8867.	8031125
2	Riaz Dhone of	As (legis)	Law	2692264	noyenheum
	-				5



PROVINCIAL DISASTER MANAGEMENT AUTHORITY SINDH

BID EVALUATION REPORT

RFP Item No, 01:- Hiring of Legal Consultant Firm:

(Annexure-

1. Name of Procuring Agency Provincial Disaster Management Authority Sindh

2. Tender Reference No. INF/KRY.No.2827/2025

Tender Description / name

Hiring of Consultant Legal Firm

Method of procurement 5.

National Competitive Bidding (Single stage Two envelope procedure)

Tender Published

13.09.2025 & 14.09.2025 (Dawn, Daily Jang and Kawish)

7. EPADS NIT NO S-250954459

8. Total Bids received 01 No.

Technical bids opening date 9.

29.09.2025 at 1400 Hours

Nos. of bids technically

qualified Bids Rejected 11.

00

Financial Bids opening date

22.10.2025 at 1400 Hours

Sr. #	Name of Bidders	Total Cost Offered (Pkr)*	Ranking in Term of Cost	Comparison Estimated Cost	Reason for Acceptance or Rejection	Recommendation of PC
01	M/s TOUQEER & ALI ADVOCATES & LEGAL CONSULTANT	2,450,000	1 st	Above the Estimated Cost	Responsive Bid	Recommended for Award of Contract

Riaz Ahmed Jakhrani Additional Secretary Law Department Govt of Sindh Member CSC

Qasim Akbar Nimai Deputy Secretary (B & E-II) **Finance Department** Govt Of Sindh / Member CSC

Abdul Ahad Pasha **Assistant Chief** Planning & Development Deptt: Govt of Sindh / Member CSC

Saijad Muhammad Deputy Director (HQ&C) **PDMA Sindh** Secretary CSC

Syed Shah Hussain Director (F&A) **PDMA Sindh** Chairman CSC



PROVINCIAL DISASTER MANAGEMENT AUTHORITY REHABILITATION DEPARTMENT GOVERNMENT OF SINDH



PLOT NO. 26-C, MAIN KHAYABAN-E-JAMI, DHA PHASE-VII, KARACHI. Phone: 021-35318192, Fax: 021-35314219

No. PDMA(S)/1(TENDER)/2025-26/7494

Dated: 19th November, 2025

To,

M/s Touqeer & Ali Advocates & Legal Consultants, Office No.2, Mezzanine Floor, 21/C, 27th St, Touheed Commercial Area, Phase 5 DHA, **Karachi**

SUBJECT: <u>LETTER OF ACCEPTANCE - HIRING OF CONSULTANT LEGAL FIRM FOR THE LEGAL MATTERS OF PDMA SINDH</u>

I am directed to refer to your financial bid submitted in response to the RFP dated 13th September, 2025, regarding the hiring of a legal firm for the Provincial Disaster Management Authority Sindh. I am further directed to inform you that your bid of PKR 2,450,000(Two million, four hundred fifty thousand inclusive of all applicable taxes) for the hiring of a legal firm has been recommended for award of contract by the Consultant Selection Committee (CSC) and approved by the competent Authority.

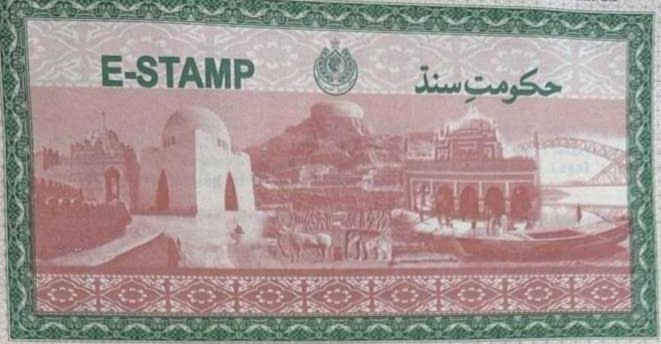
2. It is, therefore, requested to furnish **5%** performance security of the contract amount, govt. stamp duty (at the current rate) of the total contract amount mentioned above, in accordance with the contract conditions and Integrity Pact. Additionally, please sign the contract agreement within stipulated time i.e. Seven (07) days.

ASSISTANT DIRECTOR (PROCUREMENT)

Cc. to:

- 1. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
- 2. The Director (F&A), PDMA Sindh, Karachi.
- 3. P.S. to Secretary Rehabilitation Department, Government of Sindh, Karachi.
- 4. P.S. to Director General, PDMA Sindh, Karachi.





BOP-0279-552082

GoS-KHI-E0527A68ED30C529

Non-Judicial

Description

Principal

Contractor

Applicant

Stamp Duty Paid by

Issue Date

Paid Through Challan Anyount in Words

: Contract - 15(a) : PROVISINGAL DISASTER MANEGEMENT AUTHORITY SINDH (PDMA) [42000-0000000-0]

Rs 8,575/-

MS TOUGEER & ALI ADVOCATES AND LEGAL CONSULTANTS [A916692]

MS TOUGER AND ALI ADVOCATES AND LEGAL CONSULTANTS [42000-0000000-0]

: MS TOUGEER & ALI ADVOCATES AND LEGAL CONSULTANTS [A916692]

13-Nov-2025, 02:34:31 PM

2025D83A74E8A37A

: Eight Thousand Five Hundred and Seventy Five Rupees Only

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.

AGREEMENT FOR HIRING OF CONSULTANT LEGAL FIRM

This Agreement made the 19th day of November 2025 between Provincial Disaster Management Authority, PDMA Sindh (hereinafter called the procuring agency) party of the one part and M/s Touquer & Ali Advocates & Legal Consultants (hereinafter called "the Legal Consultant Firm") party of the other part.

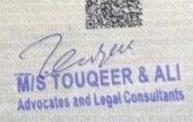
WHEREAS the Procuring agency invited bids for Hiring of Legal Consultant Firm and has accepted a bid by the Legal Consultant Firm for handling of legal matters / cases of PDMA Sindh (PA) in the sum of Twenty Four Lac Fifty Thousand (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
- (a) the Bid Form and the Price Schedule submitted by the Bidder
- (b) the Schedule of Requirements;
- (c) the Term of Reference;
- (d) the General Conditions of Contract;

Special Conditions of Contract; and

Procuring agency's Notification of Award.



3. The Consultant Legal Firm shall perform the Services specified in Annex A, "Terms of Reference and Scope of Services," which is made in Annex part of this Contract ("the Services"). (ii) The Consultant Legal Deligation shall within the time periods listed in Annex B, "Consultant's Reporting Obligations;" Annex C, "Cost Estimate of Services, List of Personnel listed in Rates" to perform the Services.

- 4. The Consultant Legal Firm shall perform the Services during the period of one year from the date of signing of the agreement, which will be mutual understanding of PA and Consultant Legal Firm.
- 5. Services rendered pursuant to Annex A, the PA shall pay the Consultant Legal Firm an amount not to exceed Rs. 612,500 Quarterly and total contract amount Rs. 2,450,000 total. This amount has been established based on the understanding that it includes all of the Consultant Legal Firm's costs and Legal Firm.
- 6. Payment shall be made in [Pak Rupees], no later than 30 days following submission by the Consultant Legal Firm of invoices.
- 7. The Consultant Legal Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant Legal Firm shall promptly replace any employee assigned under this Contract that the PA considers unsatisfactory. The CLF will submit 5% (Rs. 122,500/s) as Performance Security for the total cost of Contract Amount, in shape of Pay order in favor of PDMA Sindh in shape of Pay Order in favor of PDMA Sindh.
- 8. The Consultant Legal Firm shall be required, at all times during the continuance of this Contract and even after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
- 9. Ownership of Material: Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant Legal Firm for the PA under the Contract shall belong to and remain the property of the PA. The Consultant Legal Firm may retain a copy of such document/software.
- 10. Insurance: The Consultant Legal Firm will be responsible for taking out any appropriate insurance coverage for their personnel and equipment's.
- 11. Assignment: The Consultant Legal Firm shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

PDMA Sindh (Purchaser)

Dated:

Witness: Zakallah . .

MIS TOUQEER & ALI
Advocates and Legal Consultants

M/s Touquer & Ali Advocates & Legal Consultants

Date: _

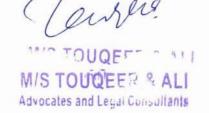
Witness: ARMA P

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English.
1.4	The addresses are:
	Procuring Agency: Provincial Disaster Management Authority Sindh
	Attention:
	Facsimile:
	E-mail:
	Consultant Legal Firm:
	Attention:
	Facsimile:
	E-mail:





{1.6}	{The Member in Charge is [insert name of member]}	
1.7	The Authorized Representatives are:	
	For the PA:	_
	For the Consultant Legal Firm:	-

1.8 PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant Legal Firm. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The Consultant Legal Firm must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant Legal Firm, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant Legal Firm, the Sub-Consultants and the Personnel, or shall reimburse the Consultant Legal Firm, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant Legal Firm, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant Legal Firm, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant Legal Firm or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant Legal Firm, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by

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- (1) the Consultant Legal Firm, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant Legal Firm, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant Legal Firm, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or
 - (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.
- The date for the commencement of Services is [insert date].
- 2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen months].
- 3.4 The risks and the coverage shall be as follows:
 - (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant Legal Firm or its Personnel or any Sub- Consultants or their Personnel, with a minimum coverage of [insert amount and currency];
 - (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];
 - (c) professional liability insurance, with a minimum coverage of [insert amount and currency];
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant Legal Firm and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant Legal Firm's property used in the performance of the Services, and (iii) any documents prepared by the Consultant Legal Firm in the performance of the Services.



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Advocate: Cagal Consultants

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: [insert actions].}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

(3.7 (b)) Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Consultant Legal Firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelated to this

Contract without the prior written approval of the Consultant Legal Firm.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

- (5.1) Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."
- Procuring Agency shall indicate bid security not less than 1% and above 5%

 Performance security shall not exceed 10% of contract amount
- The amount in Pak Rupees or in foreign Currency [insert amount].



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6.5 The accounts are:

for foreign currency or currencies: [insert account]

for local currency: [insert account]

Payments shall be made according to the following schedule:

Consultant Legal Firm's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultant Legal Firms have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.
- Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

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II. General Conditions of Contract

1. GENERAL PROVISIONS

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- "Applicable Law" means the Sindh Public Procurement Act, (a) thereunder Rules 2010.
- "Procuring Agency PA" means the implementing department which signs the contract
- "Consultant Legal Firm" means a professionals who can study, (c) design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- "Contract Price" means the price to be paid for the performance of (e) the Services, in accordance with Clause 6;
- "Effective Date" means the date on which this Contract comes into (f) force and effect pursuant to Clause GC 2.1.
- "Foreign Currency" means any currency other than the currency of (g) the PA's country.
- "GC" means these General Conditions of Contract. (h)
- "Government" means the Government of Sindh. (i)
- "Local Currency" means Pak Rupees. (j)
- "Member" means any of the partner in the firm, (k)
- "Party" means the PA or the Consultant Legal Firm, as the case (1) may be, and "Parties" means both of them.

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M/S TOUQEER & ALI Advocates and Legal Consultants

- (m) "Personnel" means persons hired by the Consultant Legal Firm or by any Sub- Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant Legal Firm pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant Legal Firm subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task

is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

M/S TOUQEER & ALI Advocates and Legal Consultants

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1.6 Authority of Member in Charge In case the Consultant Legal Firm consists of more than one individual, the members hereby authorize the individual firm or the person specified in the SC to act on their behalf in exercising all the Consultant Legal Firm's rights and obligations towards the PA under this Contract, including, without limitation, the receipt of instructions and payments from the PA

M/S TOUQEER & ALI Advocates and Legal Consultants

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1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant Legal Firm may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant Legal Firm, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant Legal Firm and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Consultant Legal Firm, terminate the Consultant Legal Firm 's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant Legal Firm, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

- B. If the Consultant Legal Firm or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant Legal Firm as Appendix-G to this Form of Contract, then the Client shall be entitled to:
 - (a) recover from the Consultant Legal Firm an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant Legal Firm or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant Legal Firm any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant Legal Firm or any of his Sub-consultant, agents or servants.

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Advocates and Legal Consultants

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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant Legal Firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

Variations

2.4 Modifications or Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, PDMA SINDH Assisted Schools terms and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant Legal Firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.



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2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant Legal Firm, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant Legal Firm does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant Legal Firm becomes insolvent or bankrupt.
- (c) If the Consultant Legal Firm, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant Legal Firm (s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant Legal Firm fails to comply with any final decision

2.6.2 By the Consultant LF

The Consultant Legal Firms may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant Legal Firm pursuant to this Contract without consultant Legal Firm fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant Legal Firm that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant Legal Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.



M/S TOUQEER & ALI Advocates and Legal Consultants

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2.6.3Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant Legal Firm:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT LEGAL FIRM

3.1 General

3.1.1 Standard of Performance

The Consultant Legal Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant Legal Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultant Legal Firms or third Parties.

3.2 Conflict of Interests

The Consultant Legal Firm shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant LFs not to Benefit from Commissions, Discounts, etc. The payment of the Consultant Legal Firm pursuant to Clause GC 6 shall constitute the Consultant Legal Firm's only payment in connection with this Contract or the Services, and the Consultant Legal Firm shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant Legal Firm shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant LF and Affiliates not to be Otherwise Interested in Project The Consultant Legal Firm agrees that, during the term of this Contract and after its termination, the Consultant Legal Firm and any entity affiliated with the Consultant Legal Firm, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant Legal Firm's Services for the preparation or implementation of the project.



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3.2.3 Prohibition of Conflicting Activities

The Consultant Legal Firm shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant Legal Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant Legal Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant LF

The Consultant Legal Firm (a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant LF's Actions Requiring PA's Prior Approval

The Consultant Legal Firm shall obtain the PA's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services.
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.
- 3.6 Reporting **Obligations**
- (a) The Consultant Legal Firm shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard
- 3.7 **Documents** Prepared by the Consultant LF to be the Property of the PA
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant Legal Firm under this Contract shall become and remain the property of the PA, and the Consultant Legal Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant Legal Firm may retain a copy of such documents and software. Restrictions about the future use of these documents,



1 ourses MIS TOUGEER & ALI Advocates and Legal Consultants specified in the SC.

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant Legal Firm shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant Legal Firm shall permit, and shall cause its Subconsultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant Legal Firm's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT LEGAL FIRM'S PERSONNEL

4.1 Description of Personnel

The Consultant Legal Firm shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant Legal Firm's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant Legal Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant Legal Firm shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant Legal Firm shall, at the PA's written request specifying the



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experience acceptable to the PA.

(c) The Consultant Legal Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant Legal Firm such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant Legal Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant Legal Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant Legal Firm the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT LEGAL FIRM

6.1 Security

The consultant Legal Firm has to submit bid security and the performance security at the rate mention in SC.

6.2 Lump-Sum Payment The total payment due to the Consultant Legal Firm shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.3 Contract Price The price payable in Pak Rupees is set forth in the SC.
- 6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.5 Terms and Conditions of Payment Payments will be made to the account of the Consultant Legal Firm and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant Legal Firm of an advance payment guarantee for the



M/S TOUQEER & ALI Advocates and Legal Consultants shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant Legal Firm has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



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Dated:

Contract Value, Two Million Four Lac & Fifty Thousand only Contract Title.

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M/S TOUQEER ALI ADVOCATES AND LEGAL CONSULTANTS (Consultant legal Firm), hereby declaim that it has not obtained or induced the procurement of any contract, right, intrest, privilege or other obligation of benefit from Government of Sindh (GoS) or a, administrative subdivision or agency thereof or any other entity owned or control by GoS through any Corrupt business practice.

Without limiting Mc generality of the foregoing. M/S) TOUQEER ALI ADVOCATES AND LEGAL CONSULTANTS (Consultant Legal firm) represent and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent. Associate, broker, consultant Legal Firm, director, promoter, shareholder, sponsor or subsidiary a, commission, gratification, bribe, finder's fee or kickback, whether described consolation fee or otherwise, with the object of obtaining or inducing the procurement of a contract. right, intrest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressively except pursuant hereto.

M/S TOUQEIER & ALI ADVOCATES AND LEGAL CONSULTANTS (Consultant Legal Finn) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transition with GoS and has not action or will not take any action or will circumvent the above declaration. representation or warranty. \

M/S TOUQEER & ALI ADVOCATES AND LEGAL CONSULTANTS (Consultant Legal Firm) accepts full responsibility and strict liability rot making any false declaration not making full, disclosure misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right. interest, privilage, or other obligation or benefit obtained or procued as aforesaid shall without prejudice to any other rights and remedies available to GoS undo any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, M/S TOUQEER & ALI ADVOCATES AND LEGAL CONSULTANTS (Consultant Legal Firm) agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Procuring Agency

PROVINCIAL DISASTER MANAGEMENT AUTIIORITY SINDH

Signature:

Consultant Legal Firm

M/S TOUQEER & All ADVOCATES AND LEGAL CONSULTANTS

Signature

M/S TOUQEER & ALI Advocates and Legal Consultants

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