

**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA-I**  
**(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts  
of Works, Services and Goods.

NAME OF THE ORGANIZATION / DEPTT.	Pakistan Stone Development Company(PASDEC)
FEDERAL / PROVINCIAL GOVT. / OTHER	Not for Profit Section 42 Company working under Ministry of Industries and Production
TITLE OF CONTRACT	Hiring of Consultancy Firm for the Development of 5 Years Business Plan of Pakistan Stone Development Company [PASDEC]
TENDER NUMBER	TS486743E/01082022
BRIEF DESCRIPTION OF CONTRACT	The purpose of the assignment is to formulate a comprehensive business plan of the company with respect to existing operations of Machinery Pools, Mechanized Quarries, Marble cities, Common facility and Training Centre's (CFTCs) & Warehouses and Skill Development.
TENDER VALUE	Rs.847,500
ENGINEER'S ESTIMATE [for civil works only]	N/A
ESTIMATED COMPLETION PERIOD	within two [2] months
WHETHER THE PROCURMENT WAS INCLUDED IN ANNUAL PROCURMENT PLAN?	Yes
ADVERTISEMENT • PPRA Website (Federal Agencies)	Yes Date: 1 <sup>st</sup> August, 2022 Tender No. TS486743E
ADVERTISEMENT • News Papers	N/A
TENDER OPENED ON (DATE & TIME)	11:00 am on 17 <sup>th</sup> August, 2022
NATURE OF CONTRACT	Local
EXTENSION IN DUE DATE (if any)	No
NUMBER OF TENDER DOCUMENTS SOLD	Free of Cost
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	Yes
WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	No
WHICH METHOD OF PROCUREMENT USED	Single -Stage-Two- Envelope Procedure
WHO IS THE APPROVING AUTHORITY	Chief Executive Officer [authorized for award of contract up to Rs.10 million]
WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	Yes
NUMBER OF BIDS RECEIVED	04
WETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes
WETHER INTGRITY PACT WAS SIGNED	N/A

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**PUBLIC PROCURMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA -II**  
**(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts  
of Works, Services and Goods.

NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	04
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Nouman Javed Hasnain Rashid [Chartered Accountants]. Office 108-111, 1 <sup>st</sup> Floor Eden Centre, 43-Jail Road Lahore, Pakistan
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)	1. M/s Nouman Javed Hasnain Rashid [Chartered Accountants] 2. M/s International Consulting Associate (Pvt.) Ltd 3. M/s Pakistan Institute of Management [PIM] 4. M/s Ijaz Tabussum & Co. [HLB]
NEED ANALYSIS	for the development of 5 years business plan of Pakistan Stone Development Company
IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS	N/A
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE RAD OUT AT THE TIME OF OPENING OF BIDS	Yes
DATE OF CONTRACT SIGNING	15/09/2022
CONTRACT AWARD PRICE	Rs. 847,500/-
WETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS	Comparative Statement Enclosed as Annexure-A
ANY COMPLAINTS RECEIVED	No
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENT	No
DEVIATION FROM QUALIFICATION CRITERIA	No
SPECIAL CONDITIONS, IF ANY	N/A

**COMPARATIVE STATEMENT FOR HIRING OF CONSULTANCY FIRM FOR THE DEVELOPMENT OF 5 YEARS BUSINESS PLAN OF PAKISTAN STONE DEVELOPMENT COMPANY [PASDEC]**

Technical and Financial bids opened on 17th August 2022 at 11:00am		Bidders										
Technical Evaluation Criteria		M/s Nouman Javed Hasnain Rashid [Chartered Accountants]		M/s International Consulting Associate (Pvt.) Ltd		M/s Pakistan Institute of Management [PIM]		M/s Ijaz Tabussum & Co. [HLB]				
S.No	Parameters	Max. Marks	Quoted	Marks Obtained	Quoted	Marks Obtained	Quoted	Marks Obtained	Quoted	Marks Obtained	Quoted	Marks Obtained
1	Total professional experience at least 10 years	20	2009 [13 yrs]	20	1986 [36 Yrs]	20	1954 [68 yrs]	20	1970 [52 yrs]	20		
2	Number of Technical Staff [CVs of each individual detailing qualification and relevant experience]	15	4 Individuals	7.0	4 Individuals	6.7	5 Individuals	8.3	9 Individuals	15		
3	Detail of similar assignments specifically related to marble and granite sector with at least 3 Government Organizations/Public Sector Entities etc.	15	3 Assignments, 5 Clients	15	0 Assignments, 8 Clients	7.5	0 Assignments, 7 Clients	7.5	0 Assignments, 3 Clients	7.5		
4	Proof to be on Active Taxpayer List (ATL) of FBR, Status as "Active" and hold a valid NTN / Income Tax Registration Certificate	10	Provided	10	Provided	10	Provided	10	Provided	10		
5	Affidavit that the firm is not blacklisted by any government/semi-government department	10	Provided	10	Provided	10	Provided	10	Provided	10		
<b>Total Technical Marks</b>		<b>70</b>		<b>62.0</b>		<b>54.2</b>		<b>55.8</b>		<b>62.5</b>		
<b>Minimum Qualification Score 70% [ 49 Marks]</b>				<b>Qualified</b>		<b>Qualified</b>		<b>Qualified</b>		<b>Qualified</b>		

**Junior. Purchase Committee:**

Note: After scrutiny of Technical proposals, the Junior Purchase Committee recommends the following mentioned bidders for the Development of 5 years Business Plan for Pakistan Stone

- 1 M/s Nouman Javed Hasnain Rashid [Chartered Accountants] Qualified
- 2 M/s International Consulting Associate (Pvt.) Ltd Qualified
- 3 M/s Pakistan Institute of Management Qualified
- 4 M/s Ijaz Tabussum & Co. [HLB] Qualified

*Rukhsana Iqbal*  
Secretary  
Rukhsana Iqbal  
Manager - Proc

*Bilal*  
Member  
Muhammad Bilal  
Manager - Marketing

*Obaid Ur Rehman*  
Member  
Obaid Ur Rehman  
Deputy Manager - Finance

*Asad Ali*  
Member  
Asad Ali  
Deputy Manager - Planning

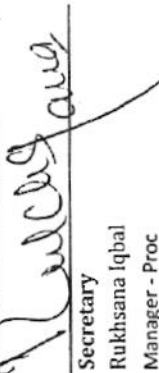
*[Signature]*  
Approved By:  
FEO - PASDEC

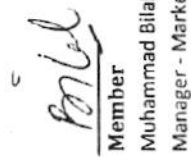
**HIRING OF CONSULTANCY FIRM FOR THE DEVELOPMENT OF 5 YEARS BUSINESS PLAN OF PAKISTAN  
STONE DEVELOPMENT COMPANY [PASDEC]**

Financial bids opened on 19th August 2022 at 3:30PM

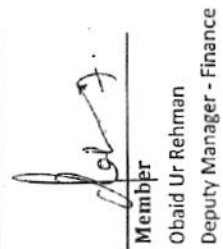
Name of Bidder	Terms and Conditions	Quoted Fee in PKR [inclusive of all taxes]	Financial Marks (Out of 30)	Technical Marks (Out of 70)	Total Marks (Out of 100)
1 M/s Nauman Javed Hasnain Rashid	NH, Bid Validity: 120 days	847,500	30	62.0	92.0
2 M/s International Consulting Associate (Pvt.) Ltd	Inclusive of out of pocket expenses i.e. Hotel stay, Air Travel, Car Rental Expenses, Printing, Communication and Stationery, Bid Validity 120 days	5,303,520	5	54.2	59.0
3 M/s Pakistan Institute of Management [PIM]	Transportation, boarding and meals of the consultants will be arranged by PASDEC. Bid Validity: 6 months	1,400,000	18	55.8	74.0
4 M/s Ijaz Tabussum & Co. [HLB]	Inclusive of out of pocket expenses, Bid Validity: 120 days	13,800,000	2	62.5	64.3
<b>Note:</b>					
Being most advantageous bidder, M/s Nauman Javed Hasnain Rashid is selected for the development of 5 years business plan of Pakistan Stone Development Company at the cost of Rs.847,500/- [inclusive of all taxes].					

**Jr. Purchase Committee :**

  
Secretary  
Rukhsana Iqbal  
Manager - Proc

  
Member  
Muhammad Bilal  
Manager - Marketing

  
Member  
Asad Ali  
Deputy Manager - Planning

  
Member  
Obaid Ur Rehman  
Deputy Manager - Finance

Approved By:

  
CEO - PASDEC

Annexure A

Contract No. BP/PASDEC-HO/15092022

Contract Price: Rs.847,500/-

**DEVELOPMENT OF 5 YEARS BUSINESS PLAN OF PAKISTAN STONE DEVELOPMENT COMPANY [PASDEC]**

THIS CONTRACT for the is made at this 15/09/2022 at Islamabad, by and between;

**Pakistan Stone Development Company**, having its registered office at 2<sup>nd</sup> Floor, ICCI Building, G-8/1, Islamabad, (Pakistan) (hereinafter referred to as the "Purchaser") and **M/s. Numan Javed Hasnain Rashid – Chartered Accountants** having its office # 108-111, 1<sup>st</sup> Floor, Eden Center, 43- Jail Road Lahore, (hereinafter referred to as the "Consultant"

**WHEREAS** the Purchaser floated tender as per PPRA Rules 2004, received competing bids from different quarters and found the bid furnished by the Consultant as most advantageous evaluated amongst all;

**NOW, THEREFORE**, after fulfilment of codal formalities both the Parties hereby agree to the terms and conditions given hereunder:

**1) Scope of Work:**

- i. Review the existing operations of the Company;
- ii. Review the laws, regulations, rules, circulations, guidelines and other directions issued by the Government applicable to the Marble & Granite sector;
- iii. Develop a comprehensive business plan including, but not limited to;
  - a. Situation Analysis of existing operations;
  - b. Need Assessment;
  - c. Streamlining the existing operations;
  - d. Deployment plan;
  - e. Market Analysis;
  - f. Competitive Analysis;
  - g. Marketing Strategies/plan;
  - h. Repair and maintenance;
  - i. Human Resource Management;
  - j. Financial planning;
  - k. New projects to be carried out in 5 years;
  - l. Performance measures;
  - m. Revenue stream;
  - n. Financial Feasibility including Profitability analysis, PLS Statement, Balance sheet, Ratio Analysis etc. and
  - o. Recommendations for sustainability and self-reliance.

**2) Contract Price:** The total value of the Contract is **Rs. 847,500/-** which includes all applicable taxes of the Goods and Services.

**3) Delivery Schedule:** The consultant shall submit the final draft of 5 years business plan to the Purchaser within **60 days** of the date of Contract.

**4) Payment Methodology:**

The payment shall be made to the Consultant as per the following schedule;

At the time of signing of the Contract	20% of the Bid value
After submission of 1 <sup>st</sup> draft of business plan	30% of the Bid value
After submission of final draft of business plan	50% of the Bid value

after the receipt of original invoices [inclusive of all taxes] duly completed in all respects and satisfaction of the Purchaser. All the taxes/duties shall be paid by the Consultant. In case of exemption of any of these duties/taxes, the benefit shall be transferred to the Purchaser.

**5) Penalties/ Liquidated Damages:**

6.1) In case of late submission, penalty @ 0.25% per day of the contract price shall be imposed on the consultant.

6.2) In case if consultant failed to submit the final draft, partly or as a whole, within the time frame as agreed under **clause (3)** above, the consultant will be blacklisted for future business.

- 6) **Deliverables:** The Consultant shall also be responsible for providing and arrangement of the following;
- i. Prepare a draft business plan and a presentation to management in a two [2] hours session, and also present the same draft, incorporating management recommendations to the Board of directors, if required;
  - ii. Prepare the final draft and submit it to the Chief Executive Officer in two (2) hard copies and also with editable copy in soft form.
  - iii. Provide two (2) hour session to PASDEC staff on implementation of final deliverables.
  - iv. Undertake any other requirement that may arise from the decisions of the management and/or the Directors of the company.
- 7) **Force Majeure:** If a Force Majeure situation arises, the Consultant shall promptly, but not later than 72 hours, notify the Purchaser in writing with sufficient and valid evidence of such conditions and the cause thereof.
- 8) **Settlement of disputes:** Both Parties shall use their best efforts to settle amicably any claim of controversy, any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or any supplemental agreement or arising there from or related thereto in any manner whatsoever by referring the dispute to the senior management of the Parties. In case of dispute, the courts of Islamabad shall have the exclusive jurisdiction.

We, the Parties, before these presents, set our hands on this deed, on the day and place, written first above.

On behalf of  
M/s. Nauman Javed Hussain Rashid  
[Consultant]

\_\_\_\_\_  
Mr.Sarmad Hussain Khan  
Expert

On behalf of  
M/s Pakistan Stone Development Company  
[Purchaser]

\_\_\_\_\_  
Mr. Babar Miraj Shami  
CEO- PASDEC





GOVERNMENT  
OF PAKISTAN

## PAKISTAN STONE DEVELOPMENT COMPANY

A Company setup under section 42 of the Companies Ordinance 1984  
"Subsidiary of Pakistan Industrial Development Corporation (PIDC)"

Federal Ministry of Industries and Production, Government of Pakistan



Ref: PASDEC/Proc/71954  
Date: 23<sup>rd</sup> November 2021

**Muhammad Zubair**  
Section Officer [C&C]  
Ministry of Industries & Production,  
D Block, Pak Secretariat  
Islamabad.

**Subject: PUBLICATION OF CONTRACT AWARDS ON PPRA's WEBSITE WITHOUT ANY REFERENCE TO THE AMOUNT OF CONTRACT**

Dear Sir,

Reference your letter no: 4[114]/2021- C&C dated 19<sup>th</sup> November 2021 regarding the above mentioned subject.

You are requested to find enclosed the requisite information w.e.f 1<sup>st</sup> July 2021 as per the prescribed proforma for your information and perusal.

Regards,

**Rukhsana Iqbal**  
Manager Procurement



**PUBLIC PROCUREMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA-I**  
**(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods.

NAME OF THE ORGANIZATION / DEPTT.	Pakistan Stone Development Company(PASDEC)
FEDERAL / PROVINCIAL GOVT. / OTHER	Not for Profit Section 42 Company working under Ministry of Industries and Production
TITLE OF CONTRACT	Agreement for the appointment of legal advisor
TENDER NUMBER	153986/06082021
BRIEF DESCRIPTION OF CONTRACT	Appointment of Legal advisor
TENDER VALUE	Rs.2 - 3 million
ENGINEER'S ESTIMATE [for civil works only]	N/A
ESTIMATED COMPLETION PERIOD	N/A
WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	Yes
ADVERTISEMENT • PPRA Website (Federal Agencies)	Yes Date: 6 <sup>th</sup> August 2021 Tender No. 153986/06082021
ADVERTISEMENT • News Papers	N/A
TENDER OPENED ON (DATE & TIME)	11:00 am on 24 <sup>th</sup> August 2021
NATURE OF CONTRACT	Local
EXTENSION IN DUE DATE (if any)	No
NUMBER OF TENDER DOCUMENTS SOLD	Free of Cost
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	Yes
WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	Yes
WHICH METHOD OF PROCUREMENT USED	Single -Stage-Two- Envelopes Procedure
WHO IS THE APPROVING AUTHORITY	Chief Executive Officer [authorized for award of contract up to Rs.10 million]
WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	Yes
NUMBER OF BIDS RECEIVED	7
WETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes
WETHER INTGRITY PACT WAS SIGNED	N/A



**PUBLIC PROCURMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA -II**  
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NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	3 Bidders
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	Mr. Haroon Ur Rashid [Advocate Supreme Court of Pakistan] Haroon Law Chamber, 180, Shaheed e Millat Block, Districts Courts, F-8 Markaz, Islamabad
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)	Mr. Haroon Ur Rashid Mr. Aziz ul Haq Nishtar Mr. Khurram M. Hashmi
NEED ANALYSIS	Statutory requirement of Section 42 Company to have Legal Advisor at Panel
IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS	N/A
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE RAD OUT AT THE TIME OF OPENING OF BIDS	Yes
DATE OF CONTRACT SIGNING	1 <sup>st</sup> October, 2021 enclosed as Annexure -A
CONTRACT AWARD PRICE	Retainer ship @Rs.50,000/month [Inclusive of all Taxes] For cases in Lower Courts @Rs.60,000/case [Inclusive of all Taxes] For cases in High Courts @Rs.70,000/case [Inclusive of all Taxes] For cases in Supreme Court@ Rs.145,000/case [Inclusive of all Taxes]
WETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS	Bid Evaluation Statement enclosed as Annexure-B
ANY COMPLAINTS RECEIVED	No
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENT	No
DEVIATION FROM QUALIFICATION CRITERIA	No
SPECIAL CONDITIONS, IF ANY	N/A

Comparative Statement of Legal Advisors

Financial Bids opened on 10th Sep 2021 at 3:30PM

S. No	Name of Bidder	Quoted Professional Fee							Total Financial Marks [out of 30]	
		Monthly Retainership fee in PKR. [Inclusive of all taxes]	Marks out of 5	Fee for Lower Court [District, Session and Labor] per Case Basis in PKR [Inclusive of all taxes and Misc./photocopies /paper-book charges]	Marks out of 10	Fee for High Court per Case Basis in PKR [Inclusive of all taxes and Misc./photocopies/ paper-book charges]	Marks out of 10	Fee for Supreme Court of Pakistan per Case Basis in PKR [Inclusive of all taxes, AOR and Misc./photocopies /paper-book charges]		Marks out of 5
1	Aziz Ul Haq Nishtar	290,000	0.86	110,000	5.45	150,000	4.67	Not Quoted	Not Quoted	10.98
2	Khurram M. Hashmi	100,000	2.50	200,000	3	400,000	1.75	500,000	1.45	8.70
3	Haroon ur Rashid	50,000	5	60,000	10	70,000	10	145,000	5	30.00

Note: All quoted fees do not include Court fee and its applicable taxes.

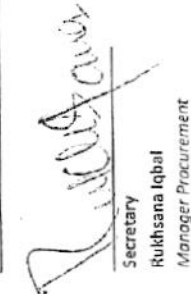
S. No	Name of Bidder	Total Technical Marks [out of 70]	Total Financial Marks [out of 30]	Total Marks [out of 100]
1	Aziz Ul Haq Nishtar	43.14	10.98	54.12
2	Khurram M. Hashmi	40.8	8.70	49.50
3	Haroon ur Rashid	58	30.00	88.00

Note:

Being most advantageous bidder Mr. Haroon ur Rashid is selected for the following:

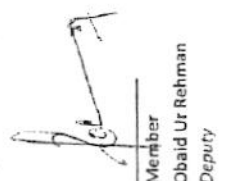
1. Monthly Retainership at the cost of Rs. 50,000 [inclusive of all taxes]
2. Fee for lower Court Cases at the cost of Rs. 60,000 per case [inclusive of all taxes]
3. Fee for High Court Cases at the cost of Rs. 70,000 per case [inclusive of all taxes]
4. Fee for Supreme Court Cases at the cost of Rs. 145,000 per case [inclusive of all taxes]

Jr. Purchase Committee:

  
Secretary  
Rukhsana Iqbal  
Manager Procurement

  
Member  
Sadia Karamat Khan  
Law Officer

  
Member  
Asad Ali  
Deputy Manager - Planning

  
Member  
Obaid Ur Rehman  
Deputy

Approved By:

  
CEO / PASDEC

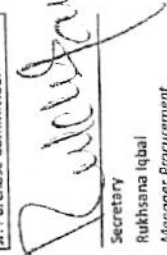
Comments (if any):

**Comparative Statement of Legal Advisors**

Technical bids opened on 24th August 2021 at 11:00am

S. No	Name of Bidder	List of decided cases and reported in Supreme Court, classified by nature i.e. Land Acquisition, Transfer of Property, Recovery, Arbitration, Contract, Labor/Service matters, Corporate etc.		List of decided cases and reported in High Court, classified by nature i.e. Land Acquisition, Transfer of Property, Recovery, Arbitration, Contract, Labor/Service matters, and Corporate etc.		License to practice law in Supreme Court	Total professional experience since first registration with bar council	Office presence within major areas [Punjab, Baluchistan, Sindh, KPK, GB and AJK]		Experience as legal advisor with at least 3 Government Organizations/Public Sector Entities specifically with Section 42 companies etc. Documentary evidence along with verifiable references must be submitted.	Number of support Staff (CVs of each individual detailing qualification and relevant experience)	Satisfactory Performance Certificates from existing and previous clients for which the individual is already appointed as legal advisor during last 3 years	Presentation/Interview to Assessment Panel regarding qualification, knowledge, experience and adequacy of the proposed approach to scope of work		Total Technical Marks	
		10 Marks	10 Marks	5 Marks	5 Marks			6 Marks	3 Marks				6 Marks	5 Marks		20 Marks
1	Aziz ul Haque Nishtar	N/A	0	8.04	33 Cases	N/A	0	3.1	3	3	3	6	5	Present	15	43.14
2	Khurram M. Hashmi	7 Cases	4.11	8.29	34 Cases	Provided	5	3.4	3	3	3	6	5	Present	3	40.8
3	Haroon-ur-Rashid	17 Cases	10	10	41 Cases	Provided	5	5	6	1	6	6	0	Not Provided	15	58

Jr. Purchase Committee:

  
Secretary  
Rukhsana Iqbal  
Manager Procurement

Member  
Sadia Karanat Khan  
Law Officer

Member  
Asad Ali  
Deputy Manager - Planning

Member  
Obaid Ur Rehman  
Deputy Manager - Finance

Approved By:

  
CEO P&DE

Comments (if any):

APPOINTMENT OF LEGAL ADVISOR							24th August 2021	
S. No	Mandatory Eligibility Criteria	Sher Afzal Khan The Marwat Law Firm Attorneys Law Firm [F-8 Markaz Islamabad]	Aziz ul Haque Nishar Nishar & Zafar Advocate & Consultant [E-7 Islamabad]	Khurram M. Hashmi H&M Advocates [F-8/1 Islamabad]	Afan Khan Afan Khan Law Associates [F-8 Islamabad]	Haron ur Rashid Haron Law Chamber [F-8 Markaz Islamabad]	Ch. Khalique Zaman Bersols Legal Consultants (Minah Avenue Islamabad)	Arshad Mehmood City Law Office (Main Expressway Islamabad)
1	Copy of valid practicing license as an Advocate High Court	Provided	Provided	Provided	Provided	Provided	Provided	Provided
2	Be on the Active Taxpayer List (ATL) of FBR, Status as "Active" and hold a valid NTN / Income Tax Registration Certificate	Provided	Provided	Provided	Provided	Provided	Provided	Not Provided
3	At least 15 years' legal practicing experience of High Court dealing in Civil, Labor/Industrial Laws, Land Acquisition Act, Service Matters, Arbitration Transfer of Property and Corporate etc.	10 years since 2011	18 years since 2003	18 years since 2003	11 years since 2010	27 years since 1994	3 years since 2018	11 Years since 2010
4	Copy of valid CNIC	Provided	Provided	Provided	Provided	Provided	Provided	Provided
5	Affidavit on legal paper of appropriate value (duly attested from an Oath Commissioner or Magistrate 1st Class) that the individual is not black listed by any Bar, Government/ Semi Government department/authority/ agency/company and that upon appointment the number of Companies of which he/she serves as legal advisor do not exceed 3	provided	Provided	Provided	Provided	Provided	Provided	Provided only for blacklisting
6	Must have head office in Islamabad	Provided	Provided	Provided	Provided	Provided	Provided	Provided
	Remarks	Rejected - Only have 10 years legal practicing experience of High Court	Qualified	Qualified	Rejected - Only have 11 years legal practicing experience of High Court	Qualified	Rejected - Only have 3 years legal practicing experience of High Court	Rejected - Only have 11 years legal practicing experience of High Court, and did not submit sealed financial Bid

- or vice versa.  
b. Representation of Client before relevant courts, tribunals and other legal forums.



## AGREEMENT FOR THE APPOINTMENT OF LEGAL ADVISOR

This Agreement is being executed on this 1<sup>st</sup> day of October 2021

BETWEEN

**Pakistan Stone Development Company [PASDEC]**, a not for profit Company established under Section 42 of Companies Act 2017 having its registered office at 2<sup>nd</sup> Floor, ICCI Building Mauve Area, G-8/1, Islamabad, Pakistan. [Here in after referred to as the **"the Company"** or **"Client"**, which expression shall where the context admits include its administrators, authorized representatives, successors-in-interest and permitted assigns]

AND

**Mr. Haroon Ur Rashid [Advocate Supreme Court of Pakistan]**, having its registered office at Haroon Law Chamber, 180 Shaheed - e - Millat Block, Districts Courts, F-8 Markaz Islamabad [hereinafter referred to as **"Legal Advisor"** which expression shall where the context admits include its authorized representatives, Associates and permitted assigns]

*[The Legal Advisor and the Client shall hereinafter individually be referred to as the **"Party"** and collectively be referred to as the **"Parties"** wherever the context so requires]*

### WHEREAS:

- The Client is desirous of appointing a legal advisor for the purposes of providing various legal services having to do with its day-to-day business;
- The Client has agreed to appoint and retain the advocate to act for them as legal advisor and also agreed to the said appointment for lawsuits and retainer ship;
- The Parties hereto have agreed to record the terms and conditions on which the Client has agreed to appoint and retain the advocate to act for them as legal advisor and also agreed to accept the said appointment including retainer ship in the following terms.

### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The scope of work includes, but not limited to, the following:

#### 1. SCOPE OF RETAINER SHIP:

- a. Provide Legal Opinions on routine matters in writing;
- b. Drafting of Legal Notices and law Suits;
- c. Vetting/Amending/re-drafting/altering of documents, including agreements, memorandums, negotiable instruments, contracts, letters, policy documents, statements etc.
- d. Attend Board and its Committee Meetings and consultations with CEO PASDEC at the PASDEC Head office in Islamabad as and when required;
- e. Rendering verbal advice on litigation, corporate and routine matters;
- f. Advising on day to day business affairs of corporate management.
- g. Any other relevant legal services, which may be required.



**2. SCOPE OF LAW SUITS:**

- a. To file, appeal petitions/suits in court of law Tribunals/High Courts of Pakistan/Supreme Court for the cases filed by PASDEC in case of conflict against consultants/contractors/suppliers/employees/other entities etc. or vice versa.
- b. Representation of Client before relevant courts, tribunals and other legal forums.
- c. Provide legal assistance/opinion on business affairs of PASDEC and/or against any litigation arising out of PASDEC's business affairs or during administration of contracts or operation of the projects etc. as and when required.
- d. Review and legal vetting of MoUs, agreements and contracts and other official documents of PASDEC in context of consultants/contractors/suppliers/employees/other entities etc. as and when required.
- e. Negotiate, issue and reply legal notices and help the PASDEC in sorting out issues out of court[s] through Alternate Dispute Resolution [ADR] mechanism.
- f. Any other relevant legal services, which may be required on case to case basis.

**3. REPORTING REQUIREMENTS AND TIME:**

- a. The legal advisor will report to the Chief Executive Officer PASDEC for all the matter related to the services /or any other officer designated by the Chief Executive Officer PASDEC. Such reports shall be submitted during the 1<sup>st</sup> Friday of every month.
- b. Estimated turnaround time on assignments with respect to scope of retainer ship [legal opinions/queries] shall be between 24 to 72 hours depending on the nature of work.
- c. The legal Advisor shall attend the Courts in person on dates of hearing fixed by the Courts in connection with the cases and shall keep the management informed about the progress of the cases [monthly basis].
- d. For cases in other cities except Islamabad/Rawalpindi, the legal advisor may nominate his/her representative [advocate] to attend courts after soliciting prior approval from CEO PASDEC.
- e. The legal Advisor shall also be available on telephone and for meetings as and when required.
- f. The legal Advisor shall not take/accept any assignment which may be in conflict with the interest of the PASDEC.

**4. PERIOD OF SERVICE/TERMINATION:**

- a. PASDEC shall sign a Contract initially for a period of one [1] year and shall be extendable on observation of satisfactory performance and as per terms and conditions mutually agreed.
- b. The fee quoted shall remain same during the entire period of the contract.
- c. The term of this Agreement shall commence from the date of this Agreement and shall terminate one year thereafter. Either Party may terminate this Agreement at will upon thirty [30] days' written notice to the other and this agreement shall stand terminated except in respect of matters entrusted to the legal advisor and are not completed.
- d. In case of termination of contract, the Legal Advisor shall be responsible to handle cases already assigned to him with due diligence and in complete professional manner till the final verdict has been delivered by the court unless the company decides to withdraw those cases from him.

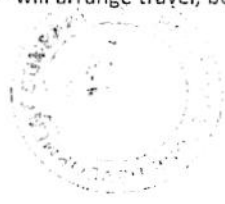
**5. PAYMENT:**

The legal advisor shall provide services as per aforementioned scope [Retainer-ship/Law Suits] as per following starting from the date of this agreement;

- a. Fee for Retainer ship Services: Rs. 50,000/month [inclusive of all taxes]
- b. Fee for Law Suits:
  - Representation before District Courts, Tribunals, Departments and other quasi-judicial forums @Rs. 60,000/case [inclusive of all taxes],
  - Representation before High Courts in writ petitions/Appeals/intra-court Appeals @Rs. 70,000 [inclusive of all taxes],
  - Representation before Honorable Supreme Court in Civil Suits/Appeals/civil Reviews @ Rs. 145,000/case [inclusive of all taxes] including AOR and Misc. charges.

The legal advisor shall submit invoice for retainer ship on monthly basis by 10<sup>th</sup> of every month. However for cases, PASDEC will release 50% fee in advance, and remaining 50% will be released after the decision of the case.

Furthermore, for cases in other cities, PASDEC – in addition to agreed fee – will arrange travel, boarding and lodging as allowed to Level III officers [DGM/Manager] of the Company.





**6. CONFIDENTIALITY:**

The legal advisor shall maintain full secrecy and shall not disclose any confidential matter or communication between the parties to anyone else. The legal advisor including its assignees/ representatives/personnel shall not, either during the term of this Agreement or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Client or the Client's business and operations without the prior written consent of the Client, unless such disclosure is required by law or regulation of Pakistan or such information has entered the public domain other than through a breach of this undertaking.

**7. NO CONFLICTING OBLIGATION:**

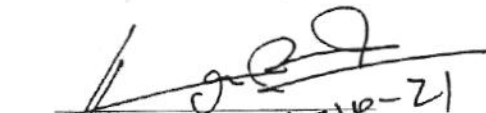
- a. The legal advisor certifies that it has not and will not enter into any agreement either written or oral, in conflict with this Agreement. In the absence of a conflict of interest, the legal advisor is free to provide services to any other entity during the performance of this Agreement.
- b. The legal advisor is under obligation to disclose any situation of actual or potential conflict that may impact its capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose situations may lead to the termination of this Agreement.
- c. The legal Advisor any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with any assignment of the Client.

**8. OTHER TERMS & CONDITIONS:**

- The legal advisor has agreed to take up the pending cases of the company, which are currently dealt by other lawyers with the nominal fee of Rs. 40,000/= for representation of cases before the District Courts, Tribunals and other quasi-judicial forums [inclusive of all taxes] and Rs. 50,000/= for of cases representation before the High Courts in writ petitions/Appeals/intra-court Appeals [inclusive of all taxes].
- This Agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under the laws of Pakistan. Neither Party shall be liable or responsible for indirect, special nor consequential damages, in case of any dispute arising out of it, or in connection with, this Agreement.
- Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by courier or registered mail, three days after the date of mailing.
- The Legal advisor shall carry out its assignment with due diligence and in accordance with prevailing standards of profession.

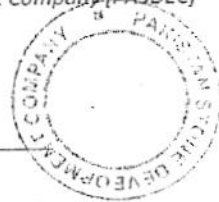
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the 1<sup>st</sup> October 2021 first above written.

On behalf of  
Legal Advisor

  
Mr. Haroon Ur Rashid  
Advocate Supreme Court  
1-10-21

On behalf of  
M/s Pakistan Stone Development Company (PASDEC)

  
Mr. Babar Mirza Shami  
CEO PASDEC  
1 Oct 21





**PUBLIC PROCURMENT REGULATORY**  
**AUTHORITY (PPRA)**  
**CONTRACT AWARD PROFORMA-I**  
**(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods.

NAME OF THE ORGANIZATION / DEPTT.	Pakistan Stone Development Company(PASDEC)
FEDERAL / PROVINCIAL GOVT. / OTHER	Not for Profit Section 42 Company working under Ministry of Industries and Production
TITLE OF CONTRACT	Repair & Maintenance of Hyundai Excavator R450 [Sr.NB0310287]
TENDER NUMBER	TS462071E/13102021
BRIEF DESCRIPTION OF CONTRACT	Repair and Maintenance of Heavy Earth Moving Machine, Excavator [Sr.NB0310287]
TENDER VALUE	Rs.2 - 3 million
ENGINEER'S ESTIMATE [for civil works only]	N/A
ESTIMATED COMPLETION PERIOD	As and when required Basis with work completion time 15 days from the date of issuance of work order
WHETHER THE PROCURMENT WAS INCLUDED IN ANNUAL PROCURMENT PLAN?	Yes
ADVERTISEMENT • PPRA Website (Federal Agencies)	Yes Date: 13 <sup>th</sup> October, 2021 Tender No. TS462071E
ADVERTISEMENT • News Papers	N/A
TENDER OPENED ON (DATE & TIME)	11:00 am on 29 <sup>th</sup> October,2021
NATURE OF CONTRACT	Local
EXTENSION IN DUE DATE (if any)	No
NUMBER OF TENDER DOCUMENTS SOLD	Free of Cost
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	Yes
WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?	No
WHICH METHOD OF PROCUREMENT USED	Single -Stage-One- Envelope Procedure
WHO IS THE APPROVING AUTHORITY	Chief Executive Officer [authorized for award of contract up to Rs.10 million]
WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	Yes
NUMBER OF BIDS RECEIVED	01
WETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes
WETHER INTGRITY PACT WAS SIGNED	N/A

**PUBLIC PROCURMENT REGULATORY  
AUTHORITY (PPRA)  
CONTRACT AWARD PROFORMA -II**  
**(As Per Rule 47 of PP Rules, 2004)**

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts  
of Works, Services and Goods.

NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	01
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Power Track International (Pvt) Limited. First floor, Japan Plaza, M.A. Jinnah Road, Karachi- 74400, Pakistan.
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)	Only one bidder participated
NEED ANALYSIS	To rectify faults in the machinery to keep it operational for useful purpose of the Company
IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS	N/A
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE RAD OUT AT THE TIME OF OPENING OF BIDS	Yes
DATE OF CONTRACT SIGNING	29 <sup>th</sup> October, 2021 enclosed as Annexure -A
CONTRACT AWARD PRICE	Rs. 1,535,300/-
WETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS	Bid Evaluation Statement enclosed as Annexure-B
ANY COMPLAINTS RECEIVED	No
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENT	No
DEVIATION FROM QUALIFICATION CRITERIA	No
SPECIAL CONDITIONS, IF ANY	N/A

Be  
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Jun

Secr  
Rukt  
Man.  
Proci

Comm

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