

PUNJAB CATTLE MARKET MANAGEMENT & DEVELOPMENT COMPANY

"SELECTION OF LEGAL CONSULTANT FIRM IN SHORT CONSULTANCY FOR FORMULATING A COMPREHENSIVE POLICY DOCUMENT BY DETERMINING TORs OF DISPUTE RESOLUTION COMMITTEE OF PCMMDC AND DETERMINING LEGAL CONDITIONS IN WHICH APPLICATIONS FOR WAIVER/REBATE IN THE OUTSOURCED

Final Declaratory Comparative Statement of Technical & Financial Evaluation under Rule 37 of PPR-2014

Date: 28 March, 2025

Request for Quotation No.	PCMMDC/ Admin-59/ 2024-25
Last Date of Submission/ Receiving of Tender	March 21ST, 2025 at 11:00 am
Date of Opening of Technical Proposals	March 21ST, 2025 at 11:30 am
Date of Opening of Financial Quotations	March 27th, 2025 at 03:00 pm

DESCRIPTION / DECLARATION OF BIDDERS				
SR #	ASSESSMENT CRITERIA	Mian Saqib Nisar & Co.	Mandviwala & Zafar Advocates	Ahmer Bilal Soofi & Co.
1	Eligibility & Technical Evaluation	Eligible & Qualified as per criteria provided under the Request for Quotation document.	Eligible & Qualified as per criteria provided under the Request for Quotation document.	Eligible & Qualified as per criteria provided under the Request for Quotation document.
2	Financial Quotations in PKR	900,000	1,300,000	1,200,000
3	Technical & Financial Evaluation Score (Technical 70%, Financial 30%)	69.17	75.5	90

Declaration:

- 1- The Technical Evaluation was conducted in the presence of representatives of applicant firms.
- 2- The Financial Quotations have been opened in the presence of representatives of applicant firms.
- 1- The Evaluation Report has been approved by the Board of Directors of PCMMDC in its 28th meeting held on 28-03-2025.

Procurement Committee of PCMMDC:



 Company Secretary
 (Member)



 Chief Financial Officer
 (Member)



 Manager (HR/Admin)
 (Member)



 Assistant (Admin)
 (Member)



 GM (HR / Admin)
 (Convener)

LEGAL SERVICES AGREEMENT

BY AND BETWEEN

**PUNJAB CATTLE MARKET MANAGEMENT & DEVELOPMENT COMPANY
(PCMMDC) / FIRST PARTY**

AND

ABS & CO. / SECOND PARTY

FOR

**FORMULATING A COMPREHENSIVE POLICY DOCUMENT BY
DETERMINING THE TERMS OF DISPUTE RESOLUTION COMMITTEE OF
PCMMDC AND DETERMINING THE LEGAL CONDITIONS IN WHICH
APPLICATIONS FOR WAIVER/REBATE IN THE OUTSOURCED
COLLECTION RIGHTS COULD BE CONSIDERED**

This LEGAL SERVICES AGREEMENT is made at Lahore on this ____ day of April, 2025 (hereinafter this **“Agreement”**)

By and Between

- 1. Punjab Cattle Market Management & Development Company (PCMMDC)**, a public sector company incorporated under Section 42 of the Companies Act 2017 with the Registrar Joint Stock Companies acting through its duly authorised representative namely, Chief Executive Officer (hereinafter the **“First Party/Client/PCMMDC”** which expression shall mean and include wherever the context so permits its legal heirs, successors in interests and assigns).

And

- 2. ABS & CO., Advocates and Corporate Counsels** a partnership firm registered under the Partnership Act, 1932 having its office at 9-Fane Road Lahore through its duly authorised representative namely Mr. Ahmed Reza Mirza, Partner (hereinafter the **“Second Party/Consultant Law Firm/ABS & Co.”** which expression shall mean and include wherever the context so permits its successors in interests and permitted assigns);

(First Party/Client/PCMMDC and Second Party/Consultant Law Firm/ABS & Co. shall be individually referred to as the **“Party”** and collectively referred to as the **“Parties”**)

RECITALS:

- A.** That the Second Party is a leading law firm of Pakistan specializing in the fields of, *inter alia*, corporate law, procurement, energy, intellectual property and dispute resolution;

- B. That the First Party is a not-for-profit company under Section 42 of the Companies Act 2017, owned by Government of Punjab, establishing and managing cattle markets in the Province of Punjab;
- C. That the Second Party submitted its proposal/quotation for providing the legal services envisioned herein and First Party has deemed the proposal/quotation successful for awarding the contract for hiring of a legal firm in short consultancy under Rule 46A of Punjab Procurement Rules 2014 for the purpose of formulating a comprehensive policy document by determining the TORs of Dispute Resolution Committee of PCMMDC and determining the legal conditions in which applications for waiver/rebate in the outsourced collection rights could be considered; and
- D. That the First Party has agreed to offer and the Second Party has agreed to procure the envisaged services on the terms and conditions set out herein below.

NOW, THEREFORE, the Parties hereby agree as follows:

I. INTERPRETATION

- a. a reference to a party is a reference to a party of this Agreement;
- b. a reference to a clause, schedule or annexure is a reference to a clause of or a schedule to this Agreement;
- c. a reference to this Agreement or another instrument includes any amendment or replacement of either of them;
- d. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- e. the singular includes the plural and vice versa;
- f. the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- g. a reference to a person includes a reference to the person's successors, nominees and assigns;
- h. if a period of time is specified and it is from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- i. a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- j. a reference to a month is a reference to a calendar month;
- k. Words importing the masculine gender shall be taken to include female; and
- l. If any obligation under this agreement is required to be performed on a day other than a business day, being a day (other than a Sunday or Public Holiday) on which banks are open for general banking business in Pakistan that obligation is to be performed on the next business day.

II. SCOPE OF WORK

- a. The Scope of Work under this Agreement shall be as set out in the Terms of Reference (TOR) of document **No. PCMMDC – HO / Admin-59 / 2024-25** and reproduced under sub-clause b-e below.
- b. Task. To draft and formulate a comprehensive policy document by determining the TORs of Dispute Resolution Committee of the Company and determining the legal conditions in which applications for waiver/rebate by contractors of outsourced collections rights in cattle markets could be considered by the Dispute Resolution Committee.
- c. Purpose. To formulate TORs, scope, procedures and limitations of Dispute Resolution Committee in recommending Board of Directors regarding disputes arising in agreements, MOUs and contracts with any third-parties outside the service of the Company to safeguard the financial and administrative interests of the Company without damaging the legal rights of the other party.
- d. Second Party will provide legal services for the scope of work as provided for in this clause to the extent of formulating a policy document in terms of applicable laws and rules.
- e. Second Party will provide the following legal services in lieu of the fee/remuneration mentioned in clause V and Schedule A of this Agreement:
 - i. Literature review of existing documents and practices.
 - ii. If any financial relief is given by the Committee, what are the legal foundations and contours for that decision under relevant laws, regulations, rules, SOPs, and best practices in commercial and mercantile law.
 - iii. To suggest course of action to avoid further litigations in civil and superior courts.
 - iv. Presentation(s) of draft policy to Board of Directors of PCMMDC, if required.

III. TIMELINE

- a. Effective date of the Agreement and Effective date for commencement of services on short consultancy basis for the purpose of sub-clause (b, c & e) of Clause II shall be 3rd April 2025.
- b. The assignment is to be completed in all respects within 15 business days.
- c. Any extension of time for completion of services and the terms and conditions thereof shall be mutually agreed between the Parties as and when required.

IV. OBLIGATIONS

- a. **Second Party**
 - i. The Consultant Law Firm shall perform services as an independent legal expert in accordance with recognized standards of due diligence and care. The Consultant Law Firm undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Consultant Law Firm shall take all necessary measures, under intimation to the First Party, to meet the objectives and targets outlined in this Agreement.

- ii. The Consultant Law Firm agrees that no proprietary and confidential information received from PCMMDC by the Consultant Law Firm shall be disclosed to a third party unless the Consultant Law Firm receives a written permission from PCMMDC to do so except as required from it under applicable law and rules or by a court of law.
- iii. Any studies, reports, materials, graphics, software, or other deliverables prepared by the Consultant for the Client under this Agreement shall remain the sole property of the Client. The Consultant Law Firm shall not use such materials for any purpose unrelated to this Agreement without the Client's prior written approval.
- iv. The Consultant Law Firm shall be liable for all damages suffered by the Client as a result of any misconduct, negligence, or breach of duty in the performance of obligations under this Agreement. Professional liability as applicable under the prevalent laws shall be binding on the Consultant Law Firm.

b. First Party

- i. All necessary data/documents/reports as requested by the Second Party or such data and or information as is necessary for concluding the work assigned by the First Party shall be promptly provided by the First Party and the time taken in delivery of the foregoing information/data/document/report shall neither be attributed to the Second Party nor shall the same effect the timeline as mutually agreed upon between the Parties in terms of Clause III.
- ii. The First Party shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Consultant Law Firm.
- iii. The First Party shall take all necessary measures to make timely payment to the Consultant Law Firm as stipulated in Clause V and Schedule A, hereof.

V. REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

- a. Remuneration for legal services in short consultancy provided by the Consultant Law Firm shall be as is specified in Schedule A of this Agreement and shall be paid by PCMMDC within 21 days of receipt of invoice from the Consultant Law Firm, after submission of the assignment to the Business Development Committee of the Board of Directors of PCMMDC.
- b. The agreed remuneration covers all costs, expenses, and profits of the Consultant Law Firm, inclusive of any applicable taxes, duties, or levies imposed by relevant tax authorities. The Consultant shall be solely responsible for fulfilling all tax obligations in accordance with applicable laws.

VI. TERMINATION

This Agreement shall terminate upon expiry of 20 business days from the date of execution of this Agreement, subject to the completion of services and payment of remuneration.

VII. DISPUTE RESOLUTION

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Dispute Resolution Committee of PCMMDC at the first attempt, failing which the matter shall be settled under

the provisions of Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Lahore. The Arbitrator decided by the Board of Directors of PCMMDC is Secretary to the Government of The Punjab, Finance Department.

VIII. REPRESENTATION AND WARRANTIES

Each Party represents, severally and not jointly, to the other Parties hereto that:

- i. Such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and that such Party is duly incorporated or organised and existing under the laws of the jurisdiction of its incorporation or organisation and that the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;
- ii. Assuming the due authorisation, execution and delivery hereof by the other Parties, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally.

IX. ASSIGNMENT AND THIRD PARTIES

- a. No Party shall assign, transfer or in any way outsource any of its rights, duties, interests and obligations under this agreement including full or partial assignment or delegation to any agent, sub-contractor, not permitted hereunder which shall be void under this Agreement.
- b. This Agreement is exclusively for the benefit of the Parties and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

X. ENTIRE AGREEMENT

- a. This Agreement and its schedules or annexes constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party acknowledges that, in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- c. No party shall have a claim for innocent or negligent misrepresentation (or negligent misstatement) based upon any statement in this agreement.
- d. No amendments or modifications to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both parties.

XI. NOTICES

A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing.

XII. DE-NOTIFICATION

De-notification shall be recommended or issued through or by the competent authority of PCMMDC on account of poor performance or violation of the contract without any cogent reason.

<p>Signed for and on behalf of ABS & CO. - Consultant Law Firm Name: <u>Ahmed Reza Mirza</u> Designation: <u>Partner</u></p>	<p>Signed for and on behalf of PCMMDC Name: <u>Lt Col Shehzad Khalid (R)</u> Designation: <u>GM (HR & Admin)</u></p>
<p>WITNESS: Name: _____ CNIC: _____</p>	<p>WITNESS: Name: <u>Muhammad Riaz</u> <u>Company Secretary PCMMDC</u> CNIC: _____</p>

SCHEDULE - A

REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

Sr. No.	Legal Services	Description	Professional fee in PKR (inclusive of all direct & indirect taxes)
1	Hiring of Legal Consultant under Rule 46A of PPR-2014 in short consultancy.	Formulating a comprehensive policy document by determining the TORs of Dispute Resolution Committee of PCMMDC and determining the legal conditions in which application for waiver/rebate in the outsourced collection rights could be considered.	PKR 1,200,000/-
Total Bid Price			PKR 1,200,000/-
2	Travelling charges for out of Lahore visits.	As per actual	As per actual