



REQUEST FOR PROPOSAL (RFP) DOCUMENT



HIRING OF A LEGAL CONSULTANT

For

Ravi Urban Development Authority

Tender Ref No. RUDA-LEGAFF-25-10198

151 Abu Bakar Block, Garden Town, Lahore. Pakistan

TEL: +92-42-99333531-6

Web: <http://www.ruda.gov.pk>



DISCLAIMER

This request for proposal (RFP) has been prepared and issued in accordance with RUDA Procurement Regulations 2022 (amended), for the purpose of inviting proposals for **hiring a law firm to review and amend existing act/rules/regulations/ policies, draft new regulations review and draft public private partnership contracts, joint venture agreements and provide opinion work as per RUDA act and prevailing government laws** for Ravi Urban Development Authority (RUDA).

2. The RFP, information, evaluation criteria and draft contract shall be used for the selection of the most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.

3. Submission of a proposal by any prospective bidder or consultant shall be deemed to constitute full comprehension, understanding, and acceptance of all terms and conditions outlined in this document.

4. Proposals submitted by prospective bidder in response to the Request for Proposals (RFP) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the RFP. Mere obtaining the document and participation in the process shall neither constitute an agreement to invest nor be termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expenses or damage incurred by the bidders during their participation in the bids.

5. In accordance with Regulation 37 of RUDA Procurement Regulations 2022 (amended), RUDA reserves the right, at its full discretion to revoke the bidding process and reject all the bids or proposals at any stage prior to the acceptance, without incurring any liability whatsoever towards the bidders, solely by reason of such revocation.

6. Mere submission of a bid or proposal shall not, under any circumstances, generate or create the right of the bidders to selection or award.



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Prospective consultants are required to thoroughly review the Request for Proposal (RFP), including all instructions, forms, terms, and specifications, and ensure complete understanding. They must provide all information stipulated in the RFP, along with any supporting documents, at the time of bid submission. Failure to furnish the requisite information or documentation shall render the bid non-responsive and may result in its rejection.

In case of any query or need for clarification regarding the instructions or provisions contained in the bidding document, RUDA may be contacted for resolution. However, only those requests for clarification received at least one week prior to the last date for proposal submission shall be entertained.



Section-I Invitation:

Ravi Urban Development Authority (RUDA), Government of Punjab, hereby invites sealed bids from RUDA-prequalified firms for the provision of consultancy services. The assignment entails engagement of a law firm to:

- Review and amend existing Acts, Rules, Regulations, and Policies;
- Draft new regulations as required;
- Review and draft Public-Private Partnership contracts and Joint Venture agreements; and
- Provide legal opinions in accordance with the RUDA Act and prevailing Government laws.

The RFP includes the following additional documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Term of References (TORs)
- Section 6 – Conditions of Contract (Draft)

The consultant will be selected under the **Quality and Cost Based Selection (QCBS)** method, as outlined in the RFP document and in accordance with RUDA **Procurement Regulations 2022 (amended)**, available at <https://ruda.gov.pk/legal-framework>. These regulations shall serve as the operative law, and bidding is open to all eligible firms as specified in the bidding documents.

The RFP document may be obtained from the undersigned office upon submission of a **non-refundable Pay Order/CDR of PKR 10,000/-**, issued by any scheduled bank of Pakistan (valid for 90 days) in favor of **Ravi Urban Development Authority**, during office hours (Monday–Friday).

The RFP document is also available on RUDA’s website www.ruda.gov.pk/tenders, however, bids will only be accepted if accompanied by the required Pay Order/CDR of **PKR 10,000/-**.

Sealed Bids must be submitted at the given office address on or before **09 September 2026 by 11:00 AM**. Bids will be opened on **09 September 2026 at 11:30 AM** in the presence of qualified bidders or their authorized representatives who choose to attend, at RUDA Office.

Conditions:

- Late, incomplete, or overwritten bids will not be entertained.
- RUDA will not bear any cost incurred by bidders in preparing or submitting proposals.



- If the submission date falls on an official/local holiday, the next working day shall be deemed the deadline.
- Bidders must quote their final competitive prices inclusive of all applicable taxes, with a clear breakup of the taxes applied shown in the submitted quotation (FIN-2). Any subsequent changes in on-invoice taxes shall be adjusted in accordance with revisions to the relevant applicable tax laws.
- At the time of payment, RUDA shall deduct the applicable withholding taxes in accordance with prevailing tax laws.
- RUDA reserves the right to accept or reject any or all proposals without assigning any reason.

Procurement Department

Ravi Urban Development Authority (RUDA)
151 Abu Bakar Block, Garden Town, Lahore

 Tel: +92-42-99333531-6

 Website: www.ruda.gov.pk



SECTION-II INSTRUCTIONS TO CONSULTANTS

Note: All the procurement procedures shall be conducted in accordance with RUDA Procurement Regulations 2022 (amended).

A. General Provisions

1. Definitions

- (a) **“Assignment”** means Consultancy services for **hiring a Law Firm to Review and amend Existing Act / Rules / Regulations / Policies, Draft New Regulations Review and Draft Public Private Partnership Contracts, Joint Venture Agreements and Provide Opinion Work as per RUDA Act and Prevailing Government Laws.**
- (b) **“Applicable Law”** means the law of Islamic Republic of Pakistan, including those of the Province of Punjab.
- (c) **“Client”** means ‘Ravi Urban Development Authority, Government of the Punjab’, with which the selected Consultant signs the Contract.
- (d) **“Consultant”** means any legally established entity or firm that is engaged by, or eligible to be engaged by, Ravi Urban Development Authority to provide the Services under the Contract.
- (e) **“Consultant Selection Committee”** means the committee formed for the selection of Consultant for this Assignment as per RUDA Procurement Regulations 2022 (amended).
- (f) **“Contract”** means a legally binding written agreement signed between RUDA and the Consultant and includes all the attached documents listed in (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section-II that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (h) **“Day”** means a calendar day.
- (i) **“Experts”** means qualified and eligible legal professionals engaged by the Consultant.
- (j) **“ITC”** (Section-II of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) **“LOI”** (Section-I of the RFP) means the Letter of Invitation sent by RUDA to the prospective Consultants.



- (l) **“Proposal”** means the Consultant’s Technical Proposal and Financial Proposal, submitted in accordance with the requirements of this Request for Proposal (RFP).
- (m) **“Services”** means all work to be performed by the Consultant under and pursuant to the Contract, in accordance with its terms and conditions.
- (n) **“Terms of Reference (TORs)”** (Section-V of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of RUDA and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 Ravi Urban Development Authority (RUDA), Government of Punjab, hereby invites sealed bids from eligible and qualified consulting firms for the provision of consultancy services. The assignment includes:
- Review and amendment of existing Acts, Rules, Regulations, and Policies;
 - Drafting of new regulations as required;
 - Review and drafting of Public-Private Partnership contracts and Joint Venture agreements; and
 - Provision of legal opinions in accordance with the RUDA Act and prevailing Government laws.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for the services required. If the proposal is accepted and meets the required criteria, it will serve the basis for negotiating and ultimately signing the Contract with the selected Consultant.

3. Conflict of Interest

- 2.3 RUDA will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.
- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding RUDA’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to RUDA any situation of actual or potential conflict that impacts its capacity to serve the best interest of its RUDA. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.
- 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:



3.3.1 Conflicting activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by RUDA to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2 Conflicting Assignment

Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or other than RUDA.

3.3.3 Conflicting Relationships

Relationship with RUDA's staff: a Consultant (including its Experts) that has a close business or family relationship with a professional staff of RUDA, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

- 4. Unfair Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, RUDA shall indicate in the Data Sheet and make available to all Consultants with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.



5. Fraud and Corruption / Corrupt Practices

5.1 RUDA requires Firms participating in this Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract.

5.2 Firms, their sub-consultants, and/or their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan. Furthermore, the Firms shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

6. Eligibility

6.1 Unless stated otherwise in the Data Sheet, RUDA permits Consultants from all countries (which fulfill the required criteria and are registered with relevant authorities) except (countries mentioned as per policy of the government) to offer consulting services for the required project / assignment / services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts and/or their employees meet the eligibility requirements.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

A firm or a Consultant barred, restricted or declared blacklisted by RUDA, by any other Government entity, including but not limited to PPRA (Punjab), MOCC, in accordance with the above Clause 5.1 or otherwise, shall be ineligible to participate in the procurement process or to be awarded a Contract during such period of time as determined in the Blacklisting Order or determined by RUDA whichever is later.

b. Restrictions for public employees

Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they:

- (i) are on leave or have resigned or retired.
- (ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring (in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as consultants for the same agency); and
- (iii) would not create a conflict of interest if hired.

B. Preparation of Proposals



- | | |
|---|---|
| 7. General Consideration | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and RUDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. RUDA is not bound to accept any proposal and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and RUDA, shall be written in the language(s) specified in the Data Sheet. |
| 10. Document Comprising the proposal | 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices. |
| 11. Only One Proposal | 11.1 Firms may only submit one Proposal. If a Firm submits or participates in more than one Proposal, such Proposals shall be disqualified. |
| 12. Proposal Validity | 12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by RUDA.
12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the proposed rates and the total price.
12.3 If it is established that any Expert nominated in the Consultant's Proposal was not available at the time of submission, or was included without his/her prior confirmation, the Proposal shall be disqualified and rejected from further evaluation. It may also be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. |
| 13. Performance Security / Guarantee | 13.1 The successful Consultant shall furnish the performance security/guarantee in accordance with Regulation 45 of RUDA Procurement Regulations 2022 (amended), as specified in the Data Sheet. |



14. Extension of Validity Period

- 14.1 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of RUDA) after recording the reason(s) in writing. Such extension should be determined by keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or **90 days**, whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.
- 14.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 14.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

15. Sub – Contracting

- 15.1 The Consultant shall not sub-contract the whole or part of the services.

16. Clarification and Amendment of RFP

- 16.1 The Consultant may request a clarification of any part of the RFP to be received by RUDA at least **five (05) days** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to RUDA's address indicated on the Data Sheet. RUDA will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all Prospective Consultants. Should RUDA deem it necessary to amend the RFP because of clarification or at its own initiative.
- 16.2 At any time before the proposal submission deadline, but not later than **three (03) days** prior to the Proposals' submission deadline, RUDA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prospective Consultants and will be binding on them. The prospective Consultants shall acknowledge receipt of all amendments in writing, or by standard electronic means.
- 16.3 If the amendment is substantial, RUDA may extend the Proposal submission deadline to give reasonable time to take an amendment into account in their Proposals.
- 16.4 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission



deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

17. Preparation of Proposals

17.1. The Proposal as well as all related correspondence exchanged by the Firms and the Client, shall be written in English.

18. Technical Proposal Format and Content

18.1. The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

18.2. Consultant shall submit only one CV for each position.

18.3. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section-III of the RFP.

19. Work Plan / Deputation Plan

19.1. The Prospective Consultant shall be responsible for the provision of proposal as per work plan / deputation plan formulated by RUDA and RUDA may also, from time to time amend the same as per its requirement and broadly explain it in methodology.

20. Financial Proposal

20.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section-IV of the RFP.

20.2. The Consultant shall be solely responsible for meeting all tax liabilities arising out of the Contract, unless otherwise stipulated therein.

21. Currency of Proposal and payment

21.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency i.e. **Pak Rupees**.

21.2. Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal.

C. Submission, Opening and Evaluation

22. Submission, Sealing, and Marking of Proposals

22.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 4 (Documents Comprising Proposal). Submission may be made by hand.

22.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.



- 22.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 22.4 The signed Proposal shall be marked **“Original”**, and its copies marked **“Copy”** as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 22.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked **“Technical Proposal”**, reference number, name and address of the Consultant, and with a warning **“Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”**
- 22.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked **“Financial Proposal”** followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning **“Do Not Open with the Technical Proposal.”**
- 22.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked **“Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”**.
- 22.8 If the envelopes and packages with the Proposal are not sealed and marked as required, RUDA may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 22.9 The Proposal or its modifications must be sent to the address and received by RUDA no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by RUDA after the deadline shall be declared late and rejected and promptly returned unopened.
- 23.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact RUDA on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be

23. Confidentiality



disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

23.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly RUDA in the evaluation of the Proposals may result in the rejection of its Proposal and may be subject to the application of prevailing blacklisting procedures.

23.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a consultant wishes to contact RUDA on any matter related to the selection process, it should do so only in writing.

24. Opening of Technical Proposals

24.1 RUDA's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored.

24.2 At the opening of the Technical Proposals, the following shall be read out: **(i)** the name and the country of the Consultant; **(ii)** the presence or absence of a duly sealed envelope with the Financial Proposal; **(iii)** any modifications to the Proposal submitted prior to Proposal submission deadline; and **(iv)** any other information deemed appropriate.

25. Proposals Evaluation

25.1 Subject to provision of Clause B 13 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

25.2 The Consultant is not permitted to alter or modify his Proposal in any way after the proposal submission deadline. While evaluating the Proposals, RUDA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

26. Evaluation of Technical Proposals

26.1 RUDA's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score.

27. Public Opening Financial Proposals

27.1 After the technical evaluation is completed, the Client shall inform the Firms who have submitted Proposals the technical scores



obtained by their Technical Proposals and shall notify those Firms whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, after completing the selection process.

27.2 The firms who score minimum **65 marks** in technical proposals will be further considered for the opening of financial proposals.

27.3 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail.

27.4 The Firm achieving the highest combined technical and financial score will be invited for negotiation.

28. Conversion to Single Currency

28.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

D. Negotiations and Award

29. Negotiations

29.1 Negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

29.2 RUDA shall prepare minutes of negotiations that are signed by RUDA and the Consultant's authorized representative.

30. Technical negotiations

30.1 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, RUDA's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.

31. Financial Negotiations

31.1 Cost may be reduced, as per Regulation 74 of RUDA Procurement Regulations 2022 (Amended), and it may also include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

32. Conclusion of Negotiations

32.1 Negotiations will conclude with a review of the draft agreement. To complete negotiations RUDA and the consultant will initial the agreed agreement. If negotiations fail, RUDA will invite the consultant whose proposal received the second highest score to negotiate an agreement.



33. Award Of Agreement

33.1 After completing negotiations, the Client shall award the agreement to the selected consultant.

34. Confidentiality

34.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultant who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of agreement. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the consultant selection guidelines relating to fraud and corruption.

35. Integrity Pact

35.1 The Successful Consultant shall sign and stamp the Integrity Pact, as per the standard format under Regulation 7 of RUDA Procurement Regulations 2022 (Amended), read with Section 2(1)(ff) of the same, as specified in the Bid Data Sheet.

36. Time For Completion

36.1 Time for Completion of the assignment shall be as specified in the Data Sheet.



Section-III: Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITC.

ITC Clause Reference Number	Amendments of, and Supplements to, Clauses in the Instruction to Consultants
A. General Provisions	
2.1	Name of Procuring Agency: Ravi Urban Development Authority (RUDA).
2.2	The subject / name of assignment is consultancy services for hiring a law firm to review and amend existing act/rules/regulations/ policies, draft new regulations review and draft public private partnership contracts, joint venture agreements and provide opinion work as per RUDA act and prevailing government laws. Name and identification number of the Contract: Tender Ref No. RUDA-LEGAFF-25-10198 The address for seeking clarification of Bidding Documents is: Procurement Department Ravi Urban Development Authority (RUDA) 151 Abu Bakar Block, Garden Town, Lahore 📞 Tel: +92-42-99333531-6 🌐 Website: www.ruda.gov.pk
B. Preparation of Proposals	
9.1	English
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 Financial Proposal: (1) FIN-1 (2) FIN-2
12.1	Proposal must remain valid for a period of ninety (90) days after the submission date.
13.1	Not Applicable
16.1	Clarifications may be requested no later than five (05) days prior to the submission deadline. Procurement Department Ravi Urban Development Authority (RUDA) 151 Abu Bakar Block, Garden Town, Lahore 📞 Tel: +92-42-99333531-6 🌐 Website: www.ruda.gov.pk



18.3	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.							
19.1	The contract shall be on a retainership basis, with payments released monthly upon satisfactory performance and successful completion of assigned tasks.							
21.1	The Financial Proposal shall be stated in the following currencies: Consultants must submit their financial proposal in PKR inclusive of applicable taxes.							
C. Submission, Opening and Evaluation								
22.5	The Consultant must submit: (a) Technical Proposal: one (1) original. (b) Financial Proposal: one (1) original.							
22.9	The Proposals must be clearly marked Do Not Open before: Date of Proposal submission: As per the Letter of Invitation Time of Proposal Opening: As per the Letter of Invitation Venue: Conference Room of RUDA, 151 Abu Bakar Block, Garden Town, Lahore.							
26.1	EVALUATION CRITERIA FOR TECHNICAL PROPOSALS: The evaluation of Technical Proposals shall be conducted using the weighted criteria, sub-criteria, and scoring system specified. The total technical score will be calculated out of 100 marks, with a minimum qualifying threshold of 65 marks. <u>Failure to achieve this threshold in any evaluation category shall result in disqualification from further consideration.</u> The final evaluation shall be carried out under the QCBS mode, applying an 80:20 ratio between technical and financial scores, respectively.							
	Technical Evaluation Criteria: The Consultant Firm fulfilling the following technical criteria shall only be considered for further evaluation. (Relevant documents to be attached). A. Mandatory Requirements: • The firm must be registered as a law firm under Partnership Act, SECP or other applicable law. • The firm must be registered with FBR and PRA and have an active taxpayer status. • The firm must have office presence in Lahore. • Affidavit confirming that the firm is not blacklisted by any government / semi-government / autonomous body. • Affidavit for correctness of information provided. B. Technical Criteria:							
	<table><tr><th>Sr. No</th><th>Description</th><th>Documentary Evidence</th><th>Total Marks</th></tr><tr><td>1.</td><td>Bidder’s HR Strength</td><td></td><td>15</td></tr></table>	Sr. No	Description	Documentary Evidence	Total Marks	1.	Bidder’s HR Strength	
Sr. No	Description	Documentary Evidence	Total Marks					
1.	Bidder’s HR Strength		15					



		I. Lawyer in the firm having experience of regulatory and opinion work Drafting of at least five regulatory and opinion works in last 5 years: 5 marks	CV is required	5
		II. Lawyer in the firm having experience of transaction related work Drafting of at least two transaction work related to real estate in last 5 years: 5 marks	CV is required	5
		III. Lawyer in the firm having experience of legislative drafting/amendment Drafting of at least five legislative drafting/amendment work in last 5 years: 5 marks	CV is required	5
		2. Bidder's Experience		70
		General Experience		
		I. Experience in corporate / commercial law matters in the last 5 years: • 15 or more clients: '15' Marks • For each client '1' mark	List of clients including details of work experience as per given format, along with proof. Proof of experience may be in the form of copies of service contracts, work orders or experience certificates, etc.	15
		Specific Experience		
		II. Experience in legal and transaction advisory services in the real estate sector in the last 5 years, involving projects / transactions exceeding PKR 1 billion: • 15 or more projects: 15 Marks • For each project '1' marks • 0 marks if there is no qualifying project experience	List of clients including details of work experience as per given format, along with proof. Proof of experience may be in the form of copies of service contracts, work orders or experience certificates, etc.	15
		III. Experience of advising public sector on PPP/JV projects in real estate in the last 5 years, involving projects with a value exceeding PKR 20 billion: • 04 or more projects: 20 Marks • For each project 5 marks	List of clients including details of work experience as per given format, along with proof. Proof of experience may be in the form of copies of service	20



		0 marks if there is no qualifying project experience	contracts, work orders or experience certificates, etc. Work assigned as part of consortium will be considered but not sub-contracting.	
		IV. Experience in legislative drafting of laws, rules, and regulations relating to the land / real estate sector in the last 5 years for or on behalf of public sector organizations (including any donor funded projects): 20 and more laws / rules / regulations: 1 mark to be awarded for 1 law / rule / regulation 0 mark if there is no drafting of laws, rules and regulations	List of drafted laws / rules / regulations, along with proof in the form of copies of service contracts, work orders or experience certificates, etc.	20
	3.	Technical Approach, Methodology/Work Plan (To be evaluated by CSC)-not more than 1500 words		10
	4.	Firm's Rankings in Legal 500 and/or Chambers & Partners in Band or Tier - Band 1 ranking: 5 marks - Band 2 ranking: 4 marks - Band 3 ranking: 3 marks - Band 4 ranking: 2 marks - Leading Associate or Firms to Watch: 1 mark 0 marks if no ranking by Legal 500 and/or Chambers	Proof of Rankings from website of Legal500.com or Chambers.com	5
		Total		100
27.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%			



	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
28.1	Not Applicable
D. Negotiations and Award	
29.1	The expected address for negotiations: Venue: Conference Room of RUDA, 151 Abu Bakar Block, Garden Town, Lahore.
36.1	The expected contract / assignment completion timeline is: Time for Completion and Schedule of Deliverables The initial term of the retainer shall be two (2) years from the date of execution of the Legal Services Agreement ("Initial Term"). The contract value shall be subject to an increase of ten percent (10%) in the second year. The Authority may, at its discretion and upon mutual agreement between the party, extend the contract for a third year on the same terms and conditions.



Section-IV (A): Technical Proposal – Standard Forms

Checklist of Required Forms

FORM	DESCRIPTION	Page
TECH-1	Technical Proposal Submission Form.	
TECH-2	Consultant's Organization and Experience.	
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-4	Team Composition	
TECH-5	Curriculum Vitae (CV) for Proposed Professional Staff	

All pages of the original Technical and Financial Proposal shall be initialized by the same authorized representative of the Consultant who signs the Proposal.



FORM TECH-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs,

We, the undersigned, offer to provide consulting services for **hiring a law firm to review and amend existing act/rules/regulations/ policies, draft new regulations review and draft public private partnership contracts, joint venture agreements and provide opinion work as per RUDA act and prevailing government laws** in accordance with your Request for Proposal dated {Insert Date} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the Technical Negotiations outlined in ITC 30.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated as per contractual obligations.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant {Company's name}: _____

In the capacity of: _____

Address: _____

Contact information {phone and e-mail}: _____



FORM TECH-2

Consultant's Organization and Experience

FORM TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Experts, duration of the assignment, the Contract amount, the amount paid to the Consultant, and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company.

B - Consultant's Experience

1. List only previous assignments successfully completed in the last 5 years.



[Using the format below, provide information on each assignment (of the Lead firm as well as Partners / associates separately) for which your firm, and each associate for this assignment, for carrying out consulting services similar to the ones requested under this Assignment].

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	
Narrative description of Project:	

Each submitted project or assignment must be accompanied by a completion certificate issued by the relevant procuring or executing agency for that specific undertaking.



FORM TECH-3

Description of Approach, Methodology or Work Plan in Responding to the Terms of Reference

FORM TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.}

Please do not repeat/copy the TORs in here.

[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]

OR

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}



FORM TECH-4

Team Composition

Index of Core Team as required in the Technical Criteria :

Sr. No.	Name	Qualification	Area of Expertise	Total Experience in Years



FORM TECH-5
STANDARD FORMAT CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No** (if Pakistani): _____ **or Passport No:** _____

6. **Education:**

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. **Membership of Professional Associations (if any):** _____

8. **Other Training** (if any) [Indicate significant training since degrees under 6 - Education were obtained]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)



--	--	--	--

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

1) Name of assignment or project & Location: _____ Assignment Cost _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project & Location: _____ Assignment Cost _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____



3) Name of assignment or project & Location: _____ **Assignment Cost** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

4) Name of assignment or project & Location: _____ **Assignment Cost** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

5) Name of assignment or project & Location: _____ **Assignment Cost** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____



Signature of the Candidate_____

Place

Date

Or

Signature of the Authorized Representative of the firm_____

Place

Date

Nb:

Bidders are advised to submit the CVs in the attached format. Alternatively, they may provide CVs that comprehensively cover the fields specified above.



(Affidavit)

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Proposal]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by procuring agency if the Procuring agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*.

The undersigned further affirms on behalf of the firm that:

- (i) The consultant is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) All the information is correct to the best of my knowledge and belief.

[Name of the Consultant] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____



Section-IV (B) Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } to provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs



FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: {Name and address of Procuring Agency}

Dear Sirs,

We, the undersigned, offer to provide the consulting services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Technical Proposal. Our attached Financial Proposal amounts to **[insert figure in words and numbers]**, representing the monthly retainership basis. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



FORM FIN-2
SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal on Monthly Retainership Basis ¹	Rs.
Service Tax	Rs.
Total Cost including Service Tax	Rs.

1. Indicate the total costs inclusive of Direct Cost, net of local taxes, to be paid by the Client on monthly basis.

**Signature and Seal of Authorized
Representative of the Firm/ Consultant**



Section V Terms of Reference (TORs)

FOR HIRING A LAW FIRM TO REVIEW AND AMEND EXISTING ACT/RULES/REGULATIONS/ POLICIES, DRAFT NEW REGULATIONS REVIEW AND DRAFT PUBLIC PRIVATE PARTNERSHIP CONTRACTS, JOINT VENTURE AGREEMENTS AND PROVIDE OPINION WORK AS PER RUDA ACT AND PREVAILING GOVERNMENT LAWS

These Terms of Reference set out the background, objectives, scope of services, and administrative terms on which the Ravi Urban Development Authority ("RUDA" or the "Authority") proposes to engage a law firm on a retainership basis. RUDA is a statutory authority established under the RUDA Act to plan, develop, and manage the urban areas of Ravi City, and its functions are governed by the RUDA Act together with a body of subordinate regulations and policies covering land, procurement, public-private partnership and joint venture transactions, and related institutional matters.

The Authority's Legal Affairs Department and Transaction Advisory Wing of the Commercial Department require dedicated external legal support to review and strengthen the existing regulatory framework, draft new regulations required under the RUDA Act, and support the Authority's operations and commercial transactions. This document accordingly sets out that background before detailing the specific objectives, scope of services, payment terms, reporting lines, and duration of the proposed engagement.

1. INTRODUCTION:

A number of important goals and objectives have been assigned by the worthy CEO to the Legal Department, for the smooth operations of the Authority which includes:

- developing comprehensive, transparent, practical, business-friendly regulations/policies/ manuals for all departments, which need assistance, with a focus on business needs, quality, and cost savings;
- supporting the Transaction Advisory wing in all PPP and JV Contracts from legal point of view;
- supporting the Sales Department in its contract with sales partners.

In addition to the foregoing, to bring coherence in organization operations, drafting new regulations and modification in already approved regulations are imperative for ensuring excellence and alignment with the best practices. These include drafting of the Rules, Regulations, Standard Agreements, Bidding Documents, Information Memorandum and SOPs, both existing and new, which need to be amended, created, formulated and upgraded and are critical for smooth running of the Authority and its all-related departments. For this purpose, departments of RUDA have been requested to share recommendations for proposed amendments in existing regulations or develop and submit first proposed draft of required amendments and changes along with already existing regulations, policies, procedures related to their respective functional areas. The input received by the Legal department will be shared with the prospective law firm for its support, which will form part of the scope of work.

Once internal departments propose amendments in the RUDA Regulations, the law firm would do exhaustive legal research in line with applicable law of Pakistan, Punjab and (where



applicable) best international practices to suggest suitable amendments to advance the interests of the Authority. Upon such input, the law firm would support the legal department in getting approval of Rules, Regulations and Policies that are required to be proposed/made in the current year from the RUDA Board and for this purpose will be called upon to attend Board meetings.

During the retainership period, the prospective law firm shall also review and where required draft various legal instruments, contracts and agreements which are ancillary part of PPP and JV transactions including agreements covering joint-venture agreements, PPP agreements and concession agreements for toll-roads, road infrastructure, public utilities, etc. and commercial contracts for the sale of land with sale partners, including but not limited to agreement to sell, sale deed, agreement to lease, lease deed, Facility Management Agreement(s), O&M contracts, Escrow Agreements and so on.

2. OVERALL GOAL AND OUTCOMES:

The law firm, with the support of the legal department, will develop comprehensive, transparent, practical regulations and (where necessary) rules for all departments with a focus on business needs, quality, and cost savings and render legal assistance in getting them approved from the Board. Moreover, the following specific objectives are required to be met:

- i. Legal review of comprehensive, transparent, practical, business-friendly rules and regulations, legal policies of all departments;
- ii. Extend legal assistance in getting approval of all required Rules, Regulations & Policies from the Board;
- iii. Extend legal support in drafting and vetting of PPP and JV Contracts in all transaction of Transaction Advisory Department.
- iv. To support the Sales Department in its contract with sales partners.

The specific objectives mentioned above will be achieved by supporting the Legal and Transaction Advisory Departments of RUDA in reviewing all existing regulations and drafting new rules and regulations/policies to ensure smooth operation of RUDA Departments for achieving all goals.

3. SCOPE OF THE SERVICES:

The scope of services is broadly organized across four work streams. In all work streams, external Law Firm shall operate in a supporting and complementary capacity to RUDA's internal Legal Affairs Department.

4. REGULATORY DRAFTING, REVIEW, AND GAP ANALYSIS

This work stream constitutes the most technically demanding component of the engagement. RUDA currently administers multiple regulations and sub-delegated legislation, while a systematic review of the RUDA Act reveals that multiple sections require the framing of regulations not yet promulgated.



i. Meetings with Eds/ HODs of all Departments of RUDA

The law firm shall be required to conduct meetings with all departments of RUDA, if required, to identify and ascertain their requirements and proposed amendments or upgrading existing regulations or for developing new regulations as per applicable laws. Legal department would provide all support to the law firm in timely arrangement of meetings as per Scope of Services. The law firm shall draft legal documents required by all the departments of RUDA. The details of certain regulations are appended below as reference; however, it is not exhaustive list and document may be added or subtracted as per operational requirement of each department. Technical input will be provided by the concerned directorate.

ii. Review and Amendment of Existing Regulations

The following regulations currently constitute RUDA's regulatory framework and will be subject to legal audit, gap analysis, and amendment:

No.	Instrument	Proposed Action
i.	RUDA Board Meeting Regulations 2025	Review / Amendment
ii.	RUDA PPP Regulations 2025	Review / Amendment
iii.	RUDA JV Regulations 2025	Review / Amendment
iv.	RUDA Land Procurement Regulations 2025	Review / Amendment
v.	RUDA Transfer & Estate Management Regulations 2025	Review / Amendment
vi.	RUDA Construction and Development Regulations 2021 (Amended)	Review / Amendment
vii.	RUDA Procurement Regulations, 2022 (Amended)	Review / Amendment
viii.	RUDA Financial Powers Regulations, 2020 (Amended)	Review / Amendment
ix.	RUDA Private Housing Schemes Regulations 2021 (Amended)	Review / Amendment
x.	RUDA Land & Property Disposal Regulations 2024	Review / Amendment
xi.	RUDA Law Regulations, 2024 (Amended)	Review / Amendment
xii.	RUDA Industrial Zone & Estate Building Regulations 2021	Review / Amendment
xiii.	RUDA Urban Design Regulations, 2021	Review / Amendment
xiv.	RUDA PR and Media Policy, 2024 (Amended)	Review / Amendment



The Law Firm shall conduct a legal review of all existing RUDA regulations, assessing:

- Conformity with the empowering provisions of the RUDA Act and internal consistency across the regulatory landscape;
- Adequacy in covering the full scope of the statutory function the instrument purports to regulate;
- Alignment with current commercial practice and operational requirements; and
- presence of errors, ambiguities, or provisions that have become unworkable, obsolete, or inconsistent.
- Any other regulatory framework and/ or legislative amendments arising out of RUDA Act.

iii. Drafting of New Regulations Required under the RUDA Act

A detailed mapping of the RUDA Act (set out below) reveals that multiple statutory provisions expressly require the framing of regulations to give effect to key functions and revenue streams, none of which have been promulgated to date.

iv. Additional Regulations Prescribed by Statute: Regulatory Gaps

The following provisions of the RUDA Act expressly contemplate the framing of regulations or rules to give operative effect to the relevant function. Law Firm shall address each gap through fresh regulatory drafting:

Section	Subject Matter	Current Status	Required Action
6(1)(iii)	Land use and building regulations	RUDA Construction and Development Regulations 2021	Review / update
16(2)	Approval of housing schemes	RUDA Private Housing Schemes Regulations 2021	Review / update
17	Modification of land use / change of classification	None framed	Fresh regulations
18(2)	Land use control and housing functions	None framed	Fresh regulations
26(1)-(2)	Borrowing / bond issuance / fund-raising	None framed	Fresh regulations
27-28	Betterment fee levy and assessment	None framed	Fresh regulations
35(1)-(3)	Rates, fees, surcharges and other charges	None framed	Fresh regulations
35(2)	Fee on change of land use	None framed	Fresh regulations



Section	Subject Matter	Current Status	Required Action
36(3)	Levy on tube-well installations	None framed	Fresh regulations
37	Accounts form and manner	None framed	Fresh regulations
38	Budget preparation (manner and time)	None framed	Fresh regulations
39	Audit (manner)	None framed	Fresh regulations
56(2)	Municipal/local government functions	None framed	Fresh regulations

The Law Firm will draft regulations after in-house discussions with RUDA, as and when required, and will assist in getting them approved from the Board to cover the above sections of the Act. The following Regulations regarding specific sections mentioned above would be drafted/revised as per direction of the Competent Authority:

- rates, fees, surcharges, and other charges including those for water supply, sewerage, and drainage (section 35);
- levy on tube-well installations (section 36(3));
- the Ravi Urban Development Authority Delegation of Financial Power Regulations (DOFR)
- RUDA Social Responsibility Regulations
- Legal Policies in consonance with the Regulations as required by the Authority from time to time

A. TRANSACTION RELATED WORK:

The Law Firm shall provide legal drafting and advisory services on high-value, non-routine transaction documents across the following categories is to provide specialized legal expertise on PPP and JV related transactions:

- Evaluate whether the project is legally viable, including analysis of applicable laws and regulations.
- Provide actionable recommendations to assist RUDA's Management.
- Draft all required legal instruments and documents for PPP & JV Project(s).
- Assist RUDA till the finalization of the transaction.

i. Regulatory Advisory & Compliance:

- The Law Firm will ensure compliance with approved PPP & JV Regulations and other relevant Regulations.
- Helping RUDA develop internal compliance guidelines, templates, checklists, procedural manuals and standard procurement-related documents.

ii. Legal Support for PPP & JV Processes:

The Law Firm will provide complete legal support for all PPP and JV transactions,



including:

- Reviewing eligibility criteria, evaluation steps, procurement documents, and committee recommendations.
- Drafting and vetting RFPs, term sheets, MoUs, concession agreements, JV agreements, and other related legal documents for PPP Projects, Competitive JVs, Unsolicited Proposals (USPs), Revenue Sharing JV Models.
- Ensuring all agreements comply with laws & regulations.

iii. Legal Due Diligence

The Law Firm will carry out thorough legal due diligence for all projects, including:

- Assessing legal and regulatory risks related to obligations, timelines, commercial risks, and compliance gaps & preparing legal due diligence reports before committee or Board review excluding due diligence of land title.

iv. Public-Private Partnership and Joint Venture Agreements

- Drafting and advisory on multiple PPP and JV agreements, and concession arrangements under the RUDA PPP Regulations 2025 and RUDA JV Regulations 2025;
- advice on structuring, risk allocation, revenue-sharing, and step-in rights;
- drafting of ancillary transaction documents (development agreements, operation and maintenance agreements, escrow, direct agreements and substitution arrangements); and
- review of counterparty draft documents in PPP and JV negotiations,

Provided that the legal aspects will be carried out in conjunction with the RUDA's financial and technical advisors. The indicative Scope of work for each such transaction would cover following components, as per legal requirement of transaction and project.

v. Review and Analysis of Unsolicited Proposals (USP)

- Conduct legal analysis of Unsolicited Proposals in accordance with applicable laws and the PPP framework, examining contractual, regulatory, and institutional aspects.
- Identify legal risks, gaps, and compliance requirements.
- Prepare legal evaluation reports on USP for consideration by the Authority and the Board.

vi. Bidding Document

- Prepare, review, and provide legal advice on the Request for Proposal (RFP) and related bidding documents — including Pre-Qualification Documents (PQD), Instructions to Bidders, and bid conditions — ensuring compliance with applicable laws, rules, and regulations.
- Draft, review, negotiate, and finalize the JV/PPP/Concession Agreement and other transaction documents, ensuring appropriate allocation of risks, obligations, and contractual protections.



- Review and finalize booking forms, registration forms, public notices, advertisements, invitations for pre-qualification/bid, corrigenda, and clarifications relating to the procurement process, if required

vii. Bid Evaluation

Provide legal support in evaluating the legal aspects of the PQD, Technical Proposals, and Financial Proposals for compliance with the RFP, bidding requirements, and applicable procurement laws.

Advise on bidder eligibility, responsiveness, and interpretation of bidding documents.

Prepare legal evaluation reports and assist in responding to bidder queries and clarifications throughout the procurement process.

viii. Deal Closure and Signing of Concession Agreement

Support negotiations with the successful bidder and finalize the Concession Agreement, Joint Venture (JV) or PPP Agreement, and ancillary transaction documents between RUDA and the SPV.

Advise on whether execution of these agreements complies with applicable statutory, regulatory, and contractual requirements.

Assist in achieving Commercial Close, including satisfaction of conditions precedent and provision of legal opinions as required.

Resolve contractual issues and legal risks to support timely financial and commercial close.

ix. Meetings and Advisory Support

Attend and advise at management, committee, and Board meetings on commercial, JV, PPP, procurement, and investment matters.

Prepare and review legal briefs.

Provide legal opinions on commercial transactions, PPP projects, Joint Ventures, investment proposals, and land transactions, as assigned which shall not include due diligence of land title.

Support negotiations with investors, developers, concessionaires, JV partners, and financial institutions to safeguard RUDA's legal and commercial interests.

x. Support to PPP/JV Committees & Board

The Consultant will support committees and Board functions by:

- Attending PPP/JV Management Committee and Board Committee and Board meetings.
- Providing legal input on agenda items.
- Reviewing minutes and decisions for legal accuracy and consistency.

xi. Support & Dispute Management

The Consultant will assist RUDA in handling disputes and legal risks:

- Preparing letters, legal notices, responding to notices, and advising on dispute-resolution strategies.



- Coordinating with counsel for litigation and ensuring accurate communication.
- Attending PPP/JV Management Committee and Board Committee and Board meetings.
- Providing legal input on agenda items.
- Reviewing minutes and decisions for legal accuracy and consistency.

xii. RMC (REIT Management Company)/ Corporate Subsidiary of RUDA Formation

- Review RUDA Act & Regulations to identify improvements needed for fund-raising structures, including REIT, and advise on alignment with RUDA's fund-raising objectives
- Facilitate formation of a corporate subsidiary of RUDA, including SECP name reservation, compilation of required documents, and submission/follow-up of the incorporation application;
- Support transfer of real estate from RUDA to the proposed subsidiary, including review of relevant NOCs and valuation reports;
- Coordinate compilation of documents and submit the subsidiary's application to SECP for a REIT Management Services license;
- Coordinate compilation of documents and submit the subsidiary's application to SECP for any other corporate entity if so required by the Authority;
- Liaise with SECP through to grant of the license, addressing queries or outstanding issues in coordination with RUDA.
- Any other legal opinion or advisory support, as may be required by the Commercial Department in relation to sales, Joint Venture (JV), Public-Private Partnership (PPP), and marketing matters.

B. LEGAL OPINIONS AND SPECIALIST ADVISORY

Law Firm shall provide specialist legal support in the following areas:

- issuing formal written legal opinions on novel, complex, or constitutionally sensitive questions of law arising under the RUDA Act, the Punjab Public Private Partnership Act 2025, the Land Acquisition Act 1894, the Punjab Local Government Act 2019, and other applicable legislation, where a formal external opinion is required by the Authority;
- advising on constitutional questions arising from the interaction of RUDA's mandate with the functions of local governments, including the implications of Article 140A of the Constitution and the Punjab Local Government Act 2019;
- providing legal support during negotiations with external counterparties such as private sector developers, international organizations, and government;
- advising on the Authority's enforcement powers, including controlled area declarations, ejection proceedings, demolition orders, where specialist external opinion is required; and
- responding to legal queries from management and the Board.



C. REGULATORY COMPLIANCE AND GOVERNMENT INTERFACE

Law Firm shall also assist the Authority in the following areas:

- advising on compliance with the Punjab Procurement Regulatory Authority Act 2009, the Punjab Public Private Partnership Act 2019 (Amended), and related rules, to the extent they apply to or are varied by RUDA's own regulations;
- advising RUDA's rights and obligations vis-a-vis the Irrigation Department, Punjab Highways Department, Punjab Ring Road Authority, local governments, and other government agencies in the exercise of coordinating and enforcement powers under sections 6(1)(vii), 19, 20, and 50(3);
- providing legal support in connection with significant regulatory compliance matters not falling within the routine institutional capacity of the Legal Affairs Department.

For the term of the Retainership Contract, the Law Firm will support RUDA team in the following areas mentioned below:

- i. Attend all types of meetings within Lahore before all forums to safeguard the interests of RUDA excluding any judicial or quasi-judicial forums. An associate of the law firm must be available at all times as and when called.
- ii. Advise, support and handle all matters pertaining to commercial fraud, commercial liability, corporate investigations and negotiable instruments.
- iii. Offer, advise and draft a full range of all instruments, contracts, agreements, i.e. advising, drafting, vetting, reviewing, filing and registration of all types of legal documents/instruments etc. before all forums as and when required.
- iv. Advise, draft, vet, review regarding property laws, zoning laws, constitutional laws, regulatory laws and intellectual property laws.
- v. Pursuing bid protests, as well as providing claims analysis and preparation, claims avoidance, licensing consultation, if required.
- vi. Advise and solving legal problems common to entities engaged in the development, design, construction, and management of construction projects.
- vii. Advise and solve claims arising from breach of contract and disputed payments, as well as for organizations who have employed contractors resulting in uncompleted building projects and defective works excluding arbitration matters or disputes before the Engineer or DAB;
- viii. Draft and advise on legal issues arising out of enforcement and compliance of the environmental laws within RUDA's territorial jurisdiction.
- ix. Devise legal mechanism and suggest appropriate amendments in legal framework for removal and inspection of unauthorized constructions, encroachments and illegal land use conversions, in RUDA's jurisdiction through statutory as well as physical measures.
- x. Advice regarding processing and disposal of queries regarding land use, housing and urban planning situations; advising regarding the processing and issuance of No Objection Certificates for establishment of different land uses, Petrol pumps, CNG



Stations, Mosques, Public Buildings in the light of RUDA's policies and other related planning documents.

- xi. Render advice and support on periodic improvements/modifications in existing land use plans, zoning and building regulations/policies of the RUDA etc.
- xii. Provide legal opinion on any matter related to Authority.

5. PAYMENT SCHEDULE:

- i. Payment shall be made on monthly basis on the submission of invoice approved by the ED Legal or any representative on his behalf within 10 days of receipt of invoice. The law firm will submit performance report (i.e. the work carried out by the law firm in the month), along with invoice.

6. REPORTING:

- i. The law firm will also work in close coordination with the Legal Department.
- ii. The law firm will report to Executive Director Legal or any representative of the legal department on his behalf and shall obtain guidance/instructions from them.
- iii. The law firm will report to Director Transaction Advisory or any representative of the legal department on his behalf and shall obtain guidance/instructions from them regarding Transaction Advisory Work.
- iv. Attend in-person/online meetings on behalf of RUDA as Law Firm of the Authority as and when called without the restriction of working hours/public holidays except Sundays.

7. DURATION OF ASSIGNMENT:

- i. The initial term of the retainer shall be two (2) years from the date of execution of the Legal Services Agreement (the "Initial Term") which shall be extendable at the discretion of the Authority on the same terms and conditions.
- ii. The retainer shall be subject to an annual increase of 10% every year.



Section VI Form of Contract (DRAFT)

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 2026, between, on the one hand, **Ravi Urban Development Authority (RUDA)** (hereinafter called the “Authority”) and, on the other hand, [name of consultant] (hereinafter called the “Consultant”),

WHEREAS

- (a) the Authority has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract, supplementing without violating the General Conditions;
2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Authority]

[Authorized Representative of the Authority – name, title and signature]

For and on behalf of [Name of Consultant]

[Authorized Representative of the Consultant – name and signature]



General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Bidder”** means a consultant who or which undertakes to supply goods, services or works; the terms are interchangeable;
- (c) **“Consultant”** means a consulting firm.
- (d) **“Contract”** means an agreement enforceable by law;
- (e) **“Day”** means calendar day unless indicated otherwise.
- (f) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) **“GCC”** means these General Conditions of Contract.
- (h) **“Government”** means the Government of Pakistan.
- (i) **“Local Currency”** means the currency of Pakistan
- (j) **“Party”** means the Authority or the Consultant, as the case may be, and **“Parties”** means both of them.
- (k) **“Authority”** means the government office/ entity procuring the Services.
- (l) **“Authority’s Personnel”** refers to the staff, labor and other employees (if any) of the Authority engaged in fulfilling the Authority’s obligations under the Contract; and any other personnel identified as Authority’s Personnel, by a notice from the Authority to the Consultant.
- (m) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-ridden.
- (n) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.



2. Consultant's Responsibility

2.1. The Consultant shall be fully responsible to the Authority for the satisfactory performance of the services under this Contract. The Consultant shall also be accountable for ensuring that all services are delivered in compliance with the RUDA Procurement Regulations 2022 (amended). This Contract shall exclusively govern and define the legal relationship between the Authority and the Consultant.

3. Law Governing Contract

3.1 The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, unless otherwise specified in **SCC**.

4. Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Authority, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.1 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

6. Communications

6.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the **SCC**.

6.2 A notice, request or consent shall be effective 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 **SCC**.

7. Authorized Representatives

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Consultant may be taken or executed by the officials specified in the **SCC**.

8. Fraud and Corruption

8.1 The **Authority** requires that the **Consultant** under this Contract shall observe the highest standards of ethics during the execution of the Services.

8.2 The **Consultant** shall permit the **Authority**, or auditors appointed by the Authority, to inspect all accounts, records, and documents relating to the performance of the Services under this Contract, and to have them audited as required.

8.3 Any communication between the **Consultant** and the **Authority** relating to alleged corrupt or fraudulent practices shall be



made in writing or in electronic form that provides a verifiable record of the communication.

8.4 The **Authority** shall reject any proposal or terminate the Contract if it is established that the Consultant engaged in corrupt practices in competing for or executing the Contract, as defined under Section 2(1)(s) of **RUDA Procurement Regulations, 2022 (amended)**.

8.5 The **Authority** shall declare the Consultant or Firm blacklisted in accordance with Regulation 23 and the Schedule appended to the **RUDA Procurement Regulations, 2022 (amended)**, if corrupt or fraudulent practices are established.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|--|--|
| 9. Effectiveness of Contract | 9.1 This Contract shall come into force and effect on the Effective Date specified in the (SCC) . |
| 10. Termination of Contract for Failure to Become Effective | 10.1 If this Contract does not become effective within the time period specified in the (SCC) after the date of signature, either Party may cancel the Contract by giving not less than twenty-two (22) days' written notice to the other Party. |
| 11. Commencement of Services | 11.1 The Consultant shall confirm availability of qualified and eligible legal professionals for carrying out the Services after the Effective Date as specified in the SCC . |
| 12. Expiration of Contract | 12.1 Unless terminated earlier, this Contract shall expire at the end of the time period specified in the (SCC) , counted from the Effective Date . |
| 13. Entire Agreement | 13.1 This Contract constitutes the entire agreement between the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by any statement, representation, promise, or agreement not expressly set forth herein. |
| 14. Modifications or Variations | 14.1 Any modification or variation of the terms and conditions of this Contract may only be made by written agreement between the Parties, in accordance with RUDA Procurement Regulations, 2022 (amended) . Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

14.2 No modification or variation shall be effective without the prior written consent of the Authority . |



15. Force Majeure

a. Definition

15.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, terror attack, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

15.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Contractors or agents or employees such as: any grenade attack or bomb explosion or armed attack which could have been prevented by taking better security measures, provided Security of the site is indicated in the Contract as Consultant responsibility; (ii) any event which a diligent Party is reasonably expected to anticipate and take into account before entering into the Contract or for which precautionary measures could have been taken or any hurdles could have been avoided or overcome in carrying out the contractual obligations.

15.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

15.4 The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

15.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

15.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of



such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

15.7 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.

15.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Authority, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Authority, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

15.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

16. Suspension

16.1 The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

17. Termination

17.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Authority

17.1.1. The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Authority shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); at least



five (5) calendar days' written notice in case of the event referred to in (f); and, on 24 hours written/ electronic notice, or as mentioned in the SCC, in case of event referred to in (g):

- (a) If the Consultant fails to rectify a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity) or if any of its members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

17.1.2. Furthermore, if the Consultant, in the judgment of the Authority has engaged in Fraud and Corruption, as defined in the GCC, in competing for or in executing the Contract, then the Authority may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

17.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Authority fails to pay any money due to the Consultant, for satisfactory work, pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within thirty (30) calendar days after receiving



written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

17.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right or liability which a Party may have under the Law/ Rules.

d. Cessation of Services

17.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

17.1.6. Upon termination of this Contract, the Authority shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and



- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. OBLIGATIONS OF THE CONSULTANT

18. General

- a. **Standard of Performance** 18.1 The Consultant shall perform and carry out the Services with due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices. The Consultant shall observe sound management practices, employ appropriate technology, and utilize safe and effective equipment, materials, and methods. In all matters relating to this Contract or the Services, the Consultant shall act as a faithful adviser to the Authority and shall at all times support and safeguard the Authority's legitimate interests in its dealings with third parties.
- b. **Law Applicable to Services** 18.2 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Laws of the province of Punjab and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors comply with the Applicable Law.

19. Conflict of Interests

- a. **Consultant Not to Benefit from Commissions, Discounts, etc.** 19.1.1 The payment of the Consultant pursuant to GCC (Clauses GCC 28 through 31) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 19.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or gift or illegal gratification or bribe.
- 19.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Authority on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Authority.



- b. **Consultant and Affiliates Not to Engage in Certain Activities**
- 19.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. **Prohibition of Conflicting Activities**
- 19.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities**
- 19.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 20. Confidentiality**
- 20.1 Except with the prior written consent of the Authority, the Consultant and the Experts 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 and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 21. Liability of the Consultant**
- 21.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the Applicable Law.
- 22. Accounting, Inspection and Auditing**
- 22.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify relevant time charges and costs.
- 22.2 The Consultant shall permit the Authority, or auditors appointed by the Authority, to inspect the accounts, records, and other documents relating to the performance of the Services, and to have them audited as required. The Consultant's attention is drawn to Clause 8.1 (Corruption), which provides, inter alia, that acts intended to materially impede the Authority's inspection and audit rights constitute a prohibited practice subject to Contract termination.



23. Reporting Obligations

23.1 The Consultant shall submit to the Authority the reports and documents as per the TORs, in the form, in the numbers and within the time periods set forth.

24. Proprietary Rights of the Authority in Reports and Records

24.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Authority in the course of the Services shall be confidential and become and remain the absolute property of the Authority. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Authority.

D. OBLIGATIONS OF THE AUTHORITY

25. Assistance and Exemptions

25.1 The Authority shall provide the Consultant with reasonable cooperation and access to information necessary for the effective performance of the Services.

26. Change in the Applicable Law Related to Taxes and Duties

26.1 Subject to any additional provisions set forth in the **SCC**, if there is any change in the applicable law with respect to taxes or duties after the date of this Contract that increases or decreases the cost incurred by the Consultant in performing the Services, the monthly retainerhip fee and any reimbursable expenses shall be adjusted accordingly by agreement between the Parties, with corresponding adjustments made to the Contract price specified in Clause GCC 28.1.

27. Payment Obligation

27.1 In consideration of the Services performed by the Consultant under this Contract, the Authority shall pay the Consultant the monthly retainerhip fee specified in Clause GCC 28.1, subject to the satisfactory submission of reports and documents outlined in Annexure A, in the manner provided under GCC 30.

E. PAYMENTS TO THE CONSULTANT

28. Contract Price

28.1 The Contract price is fixed and set forth in the **SCC**. The breakdown of the monthly retainerhip fee and any reimbursable expenses, if applicable, is provided in **Appendix C**.



29. Taxes and Duties

29.1 The Consultants are responsible for meeting any and all tax liabilities, direct and indirect, arising out of the Contract unless it is stated otherwise in the **SCC**.

30. Currency of Payment

30.1 Any payment under this Contract shall be made exclusively in the national currency of Pakistan (PKR).

31. Mode of Billing and Payment

31.1 The total payments under this Contract shall not exceed the fixed Contract price set forth in Clause GCC 28.1.

31.1.1 The Authority shall pay the Consultant within thirty (30) days of receipt of the monthly invoice and the corresponding reports specified in **Annexure A**. If the Authority does not find the submission satisfactory, it shall provide written comments within the same thirty (30) days, and the Consultant shall promptly make necessary corrections before resubmission.

31.1.2 The final payment under this Contract shall be made after submission and approval of the final advisory report or deliverables specified in Annexure A, upon expiry of the contract period. The Authority shall approve the final submission within thirty (30) calendar days unless deficiencies are notified in writing within that period.

31.1.3 With the exception of the final payment under Clause 31.1.2, payments do not constitute acceptance of the Services in their entirety nor relieve the Consultant of any obligations under this Contract.



F. FAIRNESS AND GOOD FAITH

32. Good Faith

32.1 The Authority shall make available to the Consultant, free of charge, such information, records, and designated focal persons as may be necessary for the effective performance of the Services, in the manner and within the time periods specified in **Annexure A**. The Authority shall ensure that such personnel perform their responsibilities in a timely and effective manner.

32.2 If designated focal persons or support staff fail to perform adequately, the Consultant may notify the Authority, which shall take appropriate measures to ensure continuity and effectiveness of the Services.

G. SETTLEMENT OF DISPUTES

33. Arbitration

33.1 Any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiation or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

33.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with this Contract and the Arbitration Act, 1940.

33.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

H. CORRUPT AND FRAUDULENT PRACTICES

“Corrupt and Fraudulent practice(s)” in respect of procurement process, shall have the meaning ascribed thereto in the RUDA Procurement Regulations 2022 (amended).



Special Conditions of Contract

[Notes in italics in brackets [] are for guidance purposes only and should be deleted in the final text of the signed Contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	This Contract shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan, together with RUDA Procurement Regulations, 2022 (amended). The Consultant and the Authority shall be bound by these laws and regulations in the performance and enforcement of all contractual obligations.
2.1	The Consultant shall be responsible to the Authority for the satisfactory performance of all services under this Contract. The Consultant shall ensure that the services are delivered with due professional skill, care, and diligence, and in full compliance with the RUDA Procurement Regulations, 2022 (amended) and the terms of the Contract. The Consultant shall remain accountable for the acts, omissions, and performance of its personnel and any sub-consultants engaged for the assignment.
4.1	The language of this Contract and of all correspondence, reports, deliverables, and communications between the Authority and the Consultant shall be English . All documents shall be prepared and submitted in English, unless otherwise specified by the Authority.
6.1 and 6.2	The addresses are: Authority : _____ Attention : _____ E-mail (where permitted): _____ Consultant : _____ Attention : _____ E-mail (where permitted) : _____
9.1	The Authorized Representatives are: For the Authority: [name, title] _____ For the Consultant: [name, title] _____
14.1	This Contract shall remain in force for a period of twenty-four (24) months from the date of signing. Upon the expiry of this period, the



	Contract shall automatically terminate unless extended by mutual written agreement between the Authority and the Consultant, subject to compliance with the RUDA Procurement Regulations, 2022 (amended).
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35.1	The Contract Price shall be a fixed retainership fee, expressed in Pakistani Rupees (PKR), inclusive of all applicable taxes and duties. The retainership fee shall cover the full scope of services defined in the Contract. Payments shall be made on a monthly basis against submission of invoices and confirmation of satisfactory performance by the Authority. The Contract Price shall remain firm and not subject to variation during the initial twelve (12) months of the contract. The contract value shall be subject to a ten percent (10%) increase in the second year. In the event of extension into the third year, the retainership may be subject to an annual increase of up to ten percent (10%), as determined by the Authority.
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