

F.NO.2(281)2025-A.IV
GOVERNMENT OF PAKISTAN
MINISTRY OF LAW AND JUSTICE

Islamabad, the 03rd December, 2025.

From: **Sajid Afzaal**
Section Officer (Admn-IV)

To : Director (Advertisement),
Press Information Department,
Zero Point,
Islamabad.

Subject: **ADVERTISEMNT.**

Dear Sir,

I am directed to forward herewith two copies of “**Tender Notice**” with the request that the same may kindly be published immediately in the classified column of Newspaper according to their requirement as specified below:-

- | | | |
|------|-------------------|--|
| i. | Language | English / Urdu |
| ii. | Region | All the four Provinces |
| iii. | No. of insertion | One |
| iv. | Date of insertion | 06 th December, 2025 (Saturday) |
| v. | Newspapers | Dawn (Combined), Jang (Combined), |

2. This is certified that:-

- a. Necessary funds are available to meet the entire cost of advertisement.
- b. The expenditure involved in debitable to the functional & object classification 03-Public Order and safety Affair 036-Administration of Public Order 0361-Administration, 03601-Secretariat / Administration, A03 Operation Expenses, A03907-Advertisement & Publicity, Demand No. 68-FC21M12 Law and Justice Division and will be met from the budget for the current financial year 2025-26.

Yours faithfully,



(Sajid Afzaal)
Section Officer (A.IV)
Ph.051-9202356

Copy to:

- i. The Advertisement alongwith Bidding Documents are attached and Director (IT), Public Procurement Regulatory Authority (PPRA), Islamabad is requested to upload the same on the website of the Public Procurement Regulatory Authority (PPRA).
- ii. The Advertisement alongwith Bidding Documents are attached and Director (LIS), Ministry of Law and Justice, Islamabad is requested to upload the same on the website of Ministry of Law and Justice.

**F.No. 2(281)/2025-A.IV
GOVERNMENT OF PAKISTAN
MINISTRY OF LAW & JUSTICE**

TENDER NOTICE

**SELECTION OF HR CONSULTANCY FIRM / AGENCY / COMPANY FOR
SHORTLISTING OF CANDIDATES FOR SELECTION AS JUDICIAL MEMBER,
CUSTOMS APPELLATE TRIBUNAL (CAT).**

Sealed Tenders are required from well reputed HR consultancy firm / Agency / Company that are registered with FBR, having NTN, Vender No with AGPR and having their offices in Islamabad and other stations across Pakistan for shortlisting of candidates for further evaluation by the Selection Committee against the vacant posts of Judicial Member in the Benches of Customs Appellate Tribunal (CAT), across the country, under the Ministry of Law & Justice, Islamabad in order to ensure transparency and merit-based recruitment. The technical & financial bids must be submitted on 20.12.2025 not later than 12.00 P.M. The Technical and financial bids will be opened on same day at 12:30 P.M. in the presence of the representatives of the bidders.

Note:

Single Stage one envelope procedure will be adopted for the tendering process. The bidders are required to submit bid security @ 2% of the estimated value of the bid. The Letter of Invitation, TORs, the bids template, instructions for the bidders and draft agreement is also placed on the website of website of Ministry of Law & Justice www.Molaw.gov.pk and at PPRA's website www.ppra.org.pk.

(Sajid Afzaal)
Section Officer (A-IV)
Ministry of Law & Justice
Islamabad
Ph: 9202356

Letter of Invitation

Letter No: _____

Date: _____

To _____

SUBJECT: LETTER OF INVITATION

Ministry of Law & Justice invites proposals from Head Hunting HR Consultancy Firms to provide **“HR Consultancy Services”** to Ministry of Law & Justice. More information about the eligibility criteria & services are provided in the Terms of Reference annexed with the tender documents. Interested bidders should provide information indicating that they are qualified to perform the services on the prescribed forms given in the tender documents.

2. In the first phase, as a first assignment, the positions of Judicial Members and Members in Customs Appellate Tribunal (CAT) will be filled by Ministry of Law & Justice, Islamabad for which the head hunting firm which would be successful as a result of tendering process will provide services for identifying the suitable/eligible candidates for the MOLJ (M/o Law & Justice). Monthly Pay of Judicial Member of Customs Appellate Tribunal has been notified vide SRO dated 17.12.2024 **(copy enclosed)**. Eligibility Criteria for appointment as Judicial Member Customs Appellate Tribunal is as under:-

- a) Is an advocate of a High Court for not less than fifteen years having expertise in Customs Laws and experience of pleading at least fifty Customs cases at various forums; and possesses such other qualifications as may be prescribed by rules.

2. The tender documents includes following;

Letter of Invitation;
Instructions to Head Hunting HR Consultancy Firms;
Terms of Reference;
Evaluation Criteria;
Type of Contract;
Mode of Payment;
Bid form.

3. Bidders for conducting Head Hunting HR Consultancy services of Ministry of Law & Justice shall be selected on Qualification and Experience basis as provided under Public Procurement Rules 2004 and shall be engaged under rule 15 Public Procurement Rules 2004.

4. Two sets of **“Technical Proposal”** and **“Financial Proposal”** on the prescribed forms given in the RFP, separately sealed, signed & stamped, must be delivered to the address given below by not later than **December 20, 2025 before 11:00 AM**, which will be opened on the same day at 02:00 PM, in the presence of the representatives of the firms who may wish to attend.

Mr. Sajid Afzaal,
Section Officer,
Ministry of Law & Justice R-Block, 3rd Floor, Pak-Sectt,
Islamabad.

INSTRUCTIONS TO BIDDERS

Bidder will be selected in accordance with the Public Procurement Rules (PPRA) 2004. ***Single Stage – One Envelope Bidding procedure will be adopted for open competitive bidding to finalize the tender.*** The bidding process will be as under:

1. The bids shall comprise a single package.
2. The service provider will sign an undertaking with the Ministry of Law & Justice in which the completion of work will be ensured as per **Annex-A**.
3. The single envelope should contain the complete Bids and undertaking. The bidder must quote the price as per format **Annex-B**. Bid / Proposal Submission Form is attached as **Annex-C**. (filled draft performa as given at **Annex-D** as an example for reference only).
4. As per PPRA-2004 Bid Security which is equivalent to 2% of the estimated cost/bid in shape of CDR, Bank Draft or Pay Order in favor of “Ministry of Law & Justice”, without which the offer shall be rejected being non-responsive.
5. During evaluation no amendments in the proposal shall be permitted.
6. Both the proposals will be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in the prescribed bidding document.
7. Technically responsive and lowest/ most advantageous financially evaluated bidder shall be awarded the contract.
8. The firm shall represent and warrant that they have the requisite expertise and adequate skills to provide the services as required by the Ministry of Law & Justice.
9. Firm shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The MOLJ is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.
10. A firm (including its Personnel and sub-consultants) 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 firm to be executed for the same or for another MOLJ.
11. A firm (including its Personnel and sub-consultants) that has a business or family relationship with MOLJ’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 Government of Pakistan throughout the selection process and the execution of the contract.
12. The Firm may only submit one Proposal. If a Firm submits or participates in

- more than one Proposal, such Proposals shall be disqualified.
13. The Proposal, as well as all related correspondence exchanged by the Firms and the MOLJ, shall be written in English.
 14. Name of the organization with addresses, phone & fax numbers, details of head office location, main branch offices in the country, on their letter head.
 15. Legal status i.e. partnership / public or private limited company / consortium with the name and addresses of proprietor/ partner(s) / director(s).
 16. An affidavit on the judiciary/stamp paper that the company is not blacklisted by any government organization must be presented with the application.
 17. Audited financial statements or tax returns for the last three years.
 18. National Tax Number and copy of certificate of Tax Registration.
 19. History of litigation (if any).
 20. Proof of establishment of the firm.
 21. If head office of firm is in Islamabad (attach relevant evidence). Details of offices/setups at other cities/stations or abroad.
 22. Detail of relevant HR experts, Masters in HR having at least three (03) years' experience. (attached relevant CV's only)
 23. Detail of overall staff strength of bidder (attach CV's). Also mentioned the number/strength in figures with positions.
 24. Proof of financial strength of bidder (provide latest audited accounts Financial Statements or Tax Returns for last three (3) years).
 25. Evidence of providing recruitment services to Government or Semi Government organizations (provide contracts/work orders).
 26. Evidence of providing recruitment services to Private Sector (provide contracts/work orders).
 27. Brief methodology or steps of providing head hunting services.
 28. Lump sum one-time fee to be charged as percentage (%) of Gross Monthly Salary of each position to be filled as financial bid.
 29. Proposals should be addressed to the Section Officer (Admn-IV), Ministry of Law & Justice, Pak-Sectt, Islamabad.
 30. Offer shall not be considered if received after the time and date fixed for its receipt.
 31. The bidder shall bear all costs allocated with the preparation and submission of the bid and MoLJ shall in no case be liable or responsible for those costs regardless of whether its bid is selected or not.
 32. MoLJ will reject an application or bid or proposal if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. MoLJ will also declare the Applicant as blacklisted in accordance with Rule 19 of the Public Procurement Rules, 2004 and the predefined standard mechanism.
 33. In the case of Single Stage One Envelope Procedure, the Bidder shall seal the original, duly marking the envelopes as "ORIGINAL". The envelope shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
 34. Before the deadline for submission of bids, MoLJ for any reason, may modify the bidding documents by issuing an addendum. MoLJ shall give reasonable time to prospective bidders in which to take an addendum into account. MoLJ shall
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promptly publish the addendum in Newspaper and at the PPRA and MoLJ website for information of prospective bidders to ensure transparent public procurement process. MoLJ shall give prospective bidders reasonable time in which to take an addendum into account.

35. A bidder may be ineligible if:
 - (a) He is declared bank corrupt or, in the case of company or firm, insolvent.
 - (b) Legal proceedings are instituted against such bidder involving an order suspending payments.
 - (c) The bidder is convicted, of any offence involving professional misconduct.
 - (d) The bidder is blacklisted and the hence debarred due to involvement in corrupt or any fraudulent practices, or performance failure or due to breach of bid securing declaration.
 36. A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement and no bidder can be a subcontractor while submitting a bid.
 37. MoLJ shall not consider for evaluation any bid that arrives after the deadline for submission of bids. Late bids will not be entertained and be declared late recorded, rejected and returned un-opened to the bidder.
 38. Audited Financial Statement of last year from the reputed Chartered Accountancy Firm.
 39. Current-year Bank Statement as proof of the financial strength of the Company.
 40. Copy of Form 29 in case Companies registered with SECP and copy of CNIC of owners/Directors:
 41. Copy of Partnership Deed/Form F in case of Partnership.
 42. Affidavit (Integrity Pact) and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed).
 43. The procuring agency may reject any bid which is not responsive to the aforesaid requirements. In case of providing unsatisfactory/false/missing information, it may result in disqualification of the Applicant/bidder.
 44. **Undertaking:** That the information submitted in the bidding documents is true; whereby, found false or deceptive, USCP reserves the right to disqualify the bidder from existing and all the future biddings.
 45. Seal and Signature of the Bidder with date:
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CERTIFICATE 1. Proposal duly signed must be furnished along with the following certificate:

I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal for hiring the Head Hunting HR Consultancy Services for Ministry of Law & Justice, Islamabad. In addition to the conditions, we also agree to abide by all the instructions mentioned in tender document. We also hereby categorically confirm that we are fully capable to provide services of HR consultancy as laid down in the terms of reference/instructions for the bidders/other documents. I/We also confirm that the firm is not blacklisted by any government organization.

Signature: _____

Name & Address of Bidder _____

Designation & ID Card No. _____

NTN _____

PRA Reg. No. _____ Date: _____

Official Seal: _____

I. WITNESS Signature: _____

Designation & ID Card No. _____

II. WITNESS Signature: _____

Designation & ID Card No. _____

Bid / Proposal Submission Form

SR.NO.	ITEMS / ASSIGNMENTS	Unit	Percentage (%) Gross Monthly Salary for each position (Inclusive of all applicable taxes + out of pocket expenses)
1.	Head Hunting HR Consultancy Lumpsum One Time Fee in percentage (%) of Gross Monthly Salary of each Hired Position.	1 position	
	Quoted Bid Fee in Words (Inclusive of all Taxes + out of pocket expenses)		

Note:

1. The Quoted fee i.e. Lumpsum One Time percentage (%) of Gross Monthly Salary of each hired position shall be final and must be inclusive of all kinds of applicable taxes and out of pocket expenses.
2. The Bid Evaluation will be made on the basis of Quoted Bid fee in %.
3. The validity of the Financial Proposal is ninety (90) days from the date of submission.
4. Technically responsive and the lowest financially evaluated bidder shall be awarded the contract.

Signature of the Bidder with seal

Address: _____

Bid / Proposal Submission Form

To: Section Officer (A-IV),
Ministry of Law & Justice,
Islamabad.

Dear Sir,

We, the undersigned, offer to provide the Head Hunting HR Consultancy Services in accordance with your Request for Proposal dated _____, we are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed in one envelope.

Attached to this proposal/bid are copies of original documents specifying:

- a. Profile of the Firm
- b. Name, title, phone numbers, fax number and email of authorized representative
- c. Number of offices in Pakistan with addresses
- d. Valid NTN & PNTN number
- e. Certificate of Incorporation / Partnership registration certificate
- f. Number of Partners
- g. Number of qualified persons employed by the firm in Pakistan
- h. Experience of Govt. / Semi Govt. / Private Organizations.
- i. Other documents as required in the proposal for evaluation purposes

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. The MOLJ and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and MOLJs regarding any financial and technical aspects. The letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information as deemed necessary and requested by the MOLJ or its authorized representative in order to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the firm.

We undertake, if our Proposal is accepted, to initiate the required services not later than the date indicated in Tender documents/RFP.

Yours sincerely,

Authorized Signature: _

Name and Title of Signatory:

Name of Firm:

Address: _____

FOR EXAMPLE ONLY

REFERENCE DRAFT FINANCIAL BID PROFORMA

SR.NO.	ITEMS / ASSIGNMENTS	Unit	Percentage (%) Gross Monthly Salary for each position (Inclusive of all applicable taxes + out of pocket expenses)
1.	Head Hunting HR Consultancy Lumpsum One Time Fee in percentage (%) of Gross Monthly Salary of each Hired Position.	1 position	75%
	Quoted Bid fee in Words (Inclusive of all Taxes + out of pocket expenses)	1 Position	Seventy-five percentage only.

Important Note: **This part is only for clarification**, therefore, it SHALL NOT BE QUOTED as part of the bid. As per the above quote it is understood that if the LKPC hires a position on a monthly salary of Rs. 1 million, then the selected consultancy firm based on a quotation of 75% will be paid Rs. 750,000/-

i.e Rs. 1,000,000 X 75% = 750,000/- as full and final payment including all taxes & expenses.

BID FORM

1. Number of Years in Services	Total Marks	No. of Years
(a) Prove of Establishment of Firm – <i>Marks shall only be awarded on full year. No marks shall be awarded on prorated basis</i>		5 – 7 Years
		8 – 10 Years
		11 & above
(b) Head Office in Islamabad and other stations		
2. Number of Qualified HR Expert Employed by Firm	Total Marks	Range of Qualified HR Experts
List along with CVs, at least Masters in HR and having HR experience of 3 years or more		3 – 5
		6 – 8
		9 & above
3. Number of Total Strength of Firm	Total Marks	Range
List along with CVs attached		08 - 15
		16 & above
4. Financial Strength	Total Marks	Annual Revenue
Turnover/Revenue of the firm of last 3 years <i>(Prove of Revenue with Audited Accounts or I. Tax Returns)</i>		3 to 5 Million
		5.1-10 Million
		10.1 Million & above
5. Govt. / Semi Govt. Experience	Total Marks	No. of Organizations
Experience of providing recruitment services Govt. / Semi Govt./ Autonomous Body/ Authority/ Public Sector Organizations <i>(List and Prove of work orders/contract etc.)</i>		02 - 04
		05 – 08
		09 & above
6. Private Sector. Experience	Total Marks	No. of Organizations
Experience of providing recruitment services to other Private Sector Corporate MOLJs. <i>(List and Prove of work orders/contract etc.)</i>		5-10
		11 & above
Total		

Note:

1. Bidders must qualify in six (06) categories of evaluation criteria by scoring minimum 50% marks in each category.
 2. Bidders must score 65% in total marks of technical evaluation criteria.
 3. The financial proposals of only those technically responsive bidders who obtained minimum sixty-five percent (65%) marks shall be considered/accepted in response of compliance with above clause 1 & 2.
 4. Technically responsive and most advantageous bid financially evaluated bidder shall be awarded the contract.
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**TERMS OF REFERENCE (TORS) BETWEEN MINISTRY OF LAW AND JUSTICE & THE
SELECTED HR CONSULTANCY FIRM / AGENCY / COMPANY**

1. Tender Bids must be accompanied with a Bank Draft 2% of the bid price as advance in favour of Drawing & Disbursing Officer (DDO), Ministry of Law & Justice, Islamabad, otherwise tenders shall not be given any consideration. In case of non-acceptance or rejection of tender, advance security deposit of the unsuccessful HR Consultancy firm / Agency / Company will be returned.
 2. The successful bidder shall have to deposit 4% of the total value of contract in shape of Pay order/CDR/Bank guarantee within 15 days of award of contract in favour of M/o Law & Justice, Islamabad, which shall remain with Ministry of Law & Justice till the completion of contract.
 3. Successful HR Consultancy firm / Agency shall shortlist the applications as per the qualification, experience and criteria described by the Ministry of Law & Justice in the advertisement and recommend the suitable/eligible candidates.
 4. The Consultancy firm / Agency / Company will complete the short-listing process within stipulated time period as agreed to between Ministry of Law & Justice and the Consultancy firm / Agency / Company.
 5. The rates quoted by the bidder shall be valid till completion of recruitment process.
 6. In case of breach of contract / agreement, the advance money / security deposit submitted by the firm will be forfeited.
 7. In case of breach of contract / agreement, the Testing Agency / Firm shall be blacklisted as per Government rules.
 8. Ministry of Law & Justice may reject all tenders or proposal at any time prior to the acceptance of a bid or proposal. This Ministry shall upon request communicate to any Consultancy firm/ Agency / Company who has submitted a bid of proposal the grounds for its rejection, but is not required to justify those grounds.
 9. No advance payments shall be made to the selected HR Consultancy Firm/ Agency / Company. All payments shall be made or cleared on the successful completion of the Tendering Process will be assigned works completed.
 10. The selected HR Consultancy firm/ Agency / Company will design application form, place it on its website, and invite applications by advertising the vacancies / positions in the National Press as well as on the PPRA website, as advertised by Ministry of Law & Justice.
 11. The Consultancy firm shall invite applications, shortlist them and will complete the data entry of applications on the prescribed format provided by the Ministry of Law & Justice.
 12. As a first assignment the firm/successful bidder has to head hunt the suitable/eligible candidates for their further consideration for selection as Judicial Member, Customs Appellate Tribunal (CAT). Apart from this Ministry will also engage the firm for the similar activity for the positions of Member, Appellate Tribunal Inland Revenue (ATIR) as a separate assignment. Both assignments can be initiated/executed simultaneously or one after another as desired by Ministry of Law & Justice, Islamabad.
 13. The agreement shall be signed between Ministry of Law & Justice, Islamabad and the HR Consultancy firm / Agency / Company.
 14. Ministry of Law & Justice will adopt single stage one envelope procedure: -
 - a. The Firm shall submit its technical & financial bid in a single stage one envelope
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15. Both parties reserve the right to terminate the agreement through a prior Notice of minimum one (01) month.
 16. The HR Consultancy firm / Agency / Company must have requisite registration certificate, NTN number, Vender No with AGPR etc.
 17. The redressal grievances of the HR consultancy firm / Agency / Company shall be settled under Rule 48 of the Public Procurement Rules, 2004.
 18. The grievances of any bidder must be submitted within seven days of the opening of the bid.
 19. 0.25% penalty shall be imposed for every day of delay after the expiry in the time limit given by MoLJ for deliverables, which will be deducted from performance guarantee. In case of failure in the completion of the task assigned to the consultant firm MoLJ reserves the right to forfeit the performance guarantee / bid security of the bidder besides blacklisting of the bidder in accordance with Public Procurement Rule, 2004.
 20. In the case of any dispute concerning the interpretation and /or application of this contract shall be settled through arbitration.
 21. The Arbitrator shall be appointed by mutual consent of both parties. The arbitration shall be conducted in accordance with the arbitration procedure issued by MoLJ keeping in view the Arbitration Act, 1940.
 22. Redressal of grievances by the procuring agency as per Clause 48 of PPRA Rule 2004.
 23. The procuring agency shall constitute a committee comprising of an odd number of persons, with necessary powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
 24. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
 25. The GRC shall investigate and decide upon the complaint within ten days of its receipt.
 26. Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.
 27. The firm/bidder is required to provide a declaration of Beneficial Ownership on prescribed form, attached as Annex-_) in accordance with Regulations 4 of the Declaration of Beneficial Ownership Information of Public Procurement Contract Awarded Regulations, 2022.
 28. **Role of Ministry of Law & Justice, Islamabad (MoLJ) and Head Hunting HR Consultancy Firm:**

MoLJ intends to engage a well reputed Consultancy Firm (“HR Consultants”) experienced in corporate and commercial matters to provide consultancy services as per scope of services.
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- i. The approved headhunting firm shall be contacted for each position and accordingly MoLJ will share the following:
 - b) Number, job title, location of the position.
 - c) Job Description and specific/other requirements of the position.
 - d) Publication in the newspapers and Cost of Advertisement(s) will be managed and borne by Head Hunting Firm.

 - ii. The selected headhunting firm shall ensure the following;
 - a. All the applications with respect to the advertised positions shall be collected by the selected firm that will perform initial review against the basic job specification, maintain a compressive database of all the applications, prepare list of all received applications containing the reasons for their shortlisting or rejection and provide the same to MoLJ within 15 days after the closing date of advertisement floated by the firm.
 - b. The approved shortlisting criteria for each position will be based on the qualification and experience marks which shall be provided to the HR Consultancy Firm by the MoLJ. The HR firm may assist MoLJ in improving the shortlisting criteria for shortlisting most suitable applicants, however, the MoLJ is the competent authority for approving / incorporating changes in the shortlisting criteria.
 - c. By applying the approved selection criteria and appropriate selection methodology, all received applications shall be scrutinized.
 - d. CVs of best suited shortlisted applicants shall be provided to MoLJ alongwith uniformly structured profiles as per agreed format. Number of CVs for each position shall be informed as per requirement and approval of the MoLJ.
 - e. Firm shall be responsible for accurately and fully disclosing all relevant information and CVs alongwith providing following attested documents of shortlisted candidates:
 - i. Photograph
 - ii. All the educational documents/transcripts
 - iii. All the experience & training certificates
 - iv. CNIC
 - v. A written declaration in such form as specified inter-alia stating that, he/ she has not been convicted by any court of law for any offence involving, moral turpitude, terminated or dismissed or removed or compulsorily retired by the Federal Government, Provincial Government, any corporate body or institution as a result of disciplinary action against him / her. Moreover, that all documents and information submitted are genuine and correct in material particular.
 - vi. Since employment in the Tribunal under MoLJ is conditional upon the satisfactory results of the following, a written willingness / no objection certificate of the candidate shall be provided by the selected firm for:
-

1. Pre-employment medical examination arranged by MoLJ.
 2. Providing all original degrees / transcripts / certificates / CNIC at the time of joining (if selected) for verification from the concerned authorities.
 3. Verification from previous employers and referees.
2. HR Consultancy Firm shall ensure that there is no conflict of interest of any of its shortlisting team with candidates.
 3. Selected firm will coordinate with the candidates regarding interview date / venue etc., in writing. No TA/DA shall be given to candidates for test/interview by MoLJ.
 4. MoLJ will communicate the name of the selected candidates to the selected firm after completion of interviews and selection process; otherwise the process will be repeated till a suitable candidate is selected for the position.
 5. All further communication with the selected candidates pertaining to salary finalization and other related formalities like medical etc., may be made by MoLJ directly or through the selected firm.
 6. Prior to MoLJ making any written job offer to the selected candidate the selected firm shall arrange verification from atleast referees and minimum last employer with respect to the information mentioned in the application including job title, responsibilities, salary and benefits. However, MoLJ may also perform the same verification at its own during the probationary period.
 7. A successful pre-employment medical fitness examination is mandatory for all the selected candidates whereas, offered job shall remain conditional upon satisfactory verification of all the documents and credential.
 8. On completion of recruitment cycle of each position/batch of position the selected firm shall require to provide the following to MoLJ:
 - i. Complete database of all the applicants' along with summary sheet.
 - ii. List of all applicants with reasons of their shortlisting or rejection.

29. **Scope of Services:**

- i. MoLJ is desirous to have selected professional, qualified and experienced HR Consultancy Firm ("Consultants" or "Firm") on its panel to assist the MoLJ in fulfilling its hiring requirements for Judicial Members, Customs Appellate Tribunal and Members, Appellate Tribunal Inland Revenue.
 - ii. The purpose of selecting the Consultants is to ensure the transparency and fairness in the hiring process so that all the hiring is done on merit and without any undue pressure / interference.
 - iii. All Headhunting HR Recruitment processes shall include the followings:
 - To receive the applications through online form to be designed by the firm.
 - To prepare and provide summary of all received applications and comprehensive list for each position as per approved shortlisting criteria.
 - To prepare and provide the shortlisting of candidates with reasoning of
-

rejection each candidate.

- To prepare and provide top shortlist candidates along with all documents.

30. **Queries:**

For any queries or additional information, the Section Officer (A-IV), Ministry of Law & Justice, Islamabad on (051) 9202356 or Email; _____

31. **Term / duration of the Contract:**

- The duration of the contract between Ministry of Law & Justice, Islamabad and successful bidder will be one (01) year, which can be extended for another one (01) year with the mutual consent of both parties.

32. **Proprietary Rights:**

- All proprietary rights shall rest with the Ministry of Law & Justice, Islamabad.

33. **Location/correspondence/communication:**

- Ministry of Law & Justice, R-Block, 3rd Floor, Pak Secretariat Islamabad.
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EVALUATION CRITERIA

Ministry of Law & Justice, Islamabad (MoLJ) shall use “**Single stage one-envelop bidding procedure**” for selection of Head Hunting HR Consultancy Firm under Public Procurement Rules, 2004. Criteria for Technical and Financial Evaluation are mentioned in this document.

Type & Duration of Contract

- a) Ministry of Law & Justice, Islamabad will enter into a Framework (Rate) Contract with the successful bidder.
- b) The duration of Contract shall be initially for a period of one (01) year from the date of effectiveness of the Contract, which may be extended for another one (01) year with the mutual consent of both the parties and after approval of the Competent Authority or the completion of assignments.

Payment Mode

Payment will be made within thirty (30) days from the receipt of Invoice against the deliverables subject to the satisfactory performance and approval from the competent authority.

**DRAFT AGREEMENT BETWEEN M/O LAW & JUSTICE AND THE
SUCCESSFUL BIDDER FIRM**

This agreement (“Agreement”) is made on this day of 2025

By and between

Ministry of Law & Justice (MoLJ) is located in R & S Block, at Pak-Secretariat, Islamabad (the "Ministry", which expression shall, where the context so admits, include its successors in interest and permitted assigns of the One Part)

And

----- with Head Office located at _____(the “Consultant Firm”, which Expression shall, where the context so admits, include its successors in interest and permitted assigns of the Other Part)

MoLJ and the Consultant Firm shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

WHEREAS;

- a) The MoLJ is desirous to engage a well reputed HR Consulting firm having experience in Head Hunting HR Consultancy and HR Recruitment process as per scope of work/services.
- b) The Firm is a well reputed and experienced candidate in similar industry.
- c) The Firm represents and warrants that it has the requisite expertise and adequate skills to provide the Services as required by MoLJ.
- d) The MoLJ has agreed to engage the Services of the firm and the firm has agreed to provide the same.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The mutual rights and obligations of the MOLJ and the Consultant firm shall be as set forth in the Contract and, in particular, the Consultant firm shall carry out the Services in accordance with the provisions of the Contract and the MOLJ shall make payments to the Consultant firm in accordance with the provisions of the Contract:
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GENERAL CONDITIONS OF CONTRACT

Clause RELEVANT HEADS/TITLE

- 01 GENERAL PROVISIONS
- 02 COMMENCEMENT, COMPLETION,
MODIFICATION AND TERMINATION OF
CONTRACT
- 03 OBLIGATIONS OF THE CONSULTANT
- 04 CONSULTANT'S PERSONNEL
- 05 OBLIGATIONS OF THE MOLJ
- 06 SCOPE OF SERVICES OF THE COUSULTANT
- 07 PAYMENTS TO THE CONSULTANT
- 08 SETTLEMENT OF DISPUTES

1 GENERAL PROVISIONS

Definitions

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

"Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;

"Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

"Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

"GCC" means these General Conditions of Contract;

"Government" means the Federal Government,

"Local Currency" means the currency of the Islamic Republic of Pakistan;

"Party" means the MOLJ or the Consultant, as the case may be, and "Parties" means both of them;

“Personnel” means persons hired by the Consultant firm as employees/associates

"Services" means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix A**;

"Assignment" means allocation of any assignment/work or task by the MOLJ to the Consultant within the scope of services specified in **Appendix A** to the Contract.

Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Pakistan.

Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail, or facsimile to such Party at the address of the Authorized Representatives. A Party may change its address for notice hereunder by giving the other Party notice of such change.

Location

The Parties have agreed that the Services shall be primarily performed at Islamabad and any other stations of Pakistan or where required by the MOLJ in Pakistan.

Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the MOLJ or the Consultant shall be taken or executed by the duly Authorized Representatives as specified below:

For the MOLJ:

Ministry of Law & Justice

For the Consultant:

Mr. _____

M/s. _____

Address: _____,

Taxes and Duties

Unless specified the Consultant shall be liable for payment of such taxes (income tax, sales tax on services,), duties, fees, and other impositions as may be levied under the Applicable Laws of Pakistan, the amount of which is deemed to have been included in the Contract Price. The MOLJ shall deduct and deposit taxes on behalf of the Consultant within the framework of the applicable laws, excluding the taxes. The MOLJ acknowledges and agrees that prices quoted by the Consultant are based upon present rate of applicable taxes.

2 COMMENCEMENT, COMPLETION, MODIFICATION, DURATION AND TERMINATION OF CONTRACT

Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the MOLJ's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

Commencement of Services

The Consultant shall begin carrying out the Services within such time period after the Effective Date of the Contract.

Expiration of Contract:

Unless terminated, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed. The Services shall be completed within a period as is specified in this contract, or such extended time mutually agreed by both parties.

Term / duration of the Contract:

The duration of the contract between Ministry of Law & Justice, Islamabad and successful bidder will be one (01) year, which can be extended for another one (01) year with the mutual consent of both parties.

Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made with the mutual consent of the parties in writing, which shall be signed by both the Parties.

Extension of Time for Completion

The extension of time for completion shall only be granted if there is change in the scope of the services :

- a. the Consultant shall inform the MOLJ of the circumstances and probable effects;
- b. the increase shall be regarded as Additional Services; and
- c. the MOLJ shall extend the time for Completion of the Services accordingly.

Force Majeure

Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected to (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No Breach of Contract

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

informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

Extension of Time

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

Payments

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

Suspension of Payments by the MOLJ

The MOLJ may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their 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) days after receipt by the Consultant of such notice of suspension.

Termination

***By the
MOLJ***

The MOLJ may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause and sixty (60) days' in the case of the event referred to in paragraph (f):

- a. if the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the MOLJ may have subsequently approved in writing;
 - b. if the Consultant becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes 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 7 hereof;
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- d. if the Consultant submits to the MOLJ a statement which has a material effect on the rights, obligations or interests of the MOLJ and which the Consultant knows to be false;
- e. 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) days;
- f. if the MOLJ, in its sole discretion, decides to terminate this Contract.

By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the MOLJ, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- a. if the MOLJ fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultant that such payment is overdue;
- b. if the MOLJ is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the MOLJ of the Consultant's notice specifying such breach;
- c. if, as a 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) days;
- d. if the MOLJ fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

Cessation of Services

Upon receipt of notice of termination, or giving of notice of termination, the Consultant shall 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. ..

Payment upon Termination

Upon termination of this Contract , the MOLJ shall make the payments to the Consultant on account of Contract Fee and other expenses for the Services/Work/Assignment satisfactorily performed fully.

prior to the effective date of termination. Effective date of termination for purposes of this Clause means the date when the prescribed notice period would expire.

Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) above or (a) through (d) above hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 OBLIGATIONS OF THE CONSULTANT

General

The Head Hunting HR Consultancy Firm shall perform the HR Consultancy Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices as per RFP/tender document and shall observe sound management practices, and employ appropriate advanced technology/methodology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the MOLJ.

Consultant Not to Benefit from Commissions Discounts, etc.

The remuneration of the Consultant, pursuant to Clause 6, shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel and employees/agents of either of them similarly shall not receive any such additional remuneration.

Confidentiality

The Consultant and the Personnel/associate of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the MOLJ's business or operations without the prior written consent of the MOLJ.

Reporting Obligations

The Consultant shall submit to the MOLJ the reports and documents specified in Appendix

B in the form, in the numbers, and within the periods set forth in the said Appendix (omitted / leave out by the Parties with mutual consent).

Documents Prepared by the Consultant to be the Property of the MOLJ

All JDs, TORs, Advertisements, CVs along with documents, Complete lists, reports, and other documents and any software data prepared by the Consultant, with regards to performing the Services, shall become and remain the property of the MOLJ, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents, information and software, if any, to the MOLJ, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, information and software.

4 CONSULTANT'S PERSONNEL

General

The Consultant shall employ/attach/deploy and provides such qualified and experienced Personnel as are required to carry out the Services.

Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are d. The Key Personnel listed by title and/or by name, as the case may be, are deemed to be approved by the MOLJ.

Removal and/or Replacement of Personnel

- a) Except as the MOLJ may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications;
 - b) If the MOLJ, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MOLJ's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the MOLJ.
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5 OBLIGATIONS OF THE MOLJ

Assistance, Coordination and Approvals

Assistance

The MOLJ shall use its best efforts to ensure that the MOLJ shall:

- a. provide at no cost to the Consultant and Personnel such documents prepared by the MOLJ or other consultant appointed by the MOLJ as shall be necessary to enable the Consultant or Personnel to perform the Services.
- b. issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- c. provide to the Consultant and Personnel any such other assistance and exemptions as may be specified in the SC.

Co-ordination

The MOLJ shall:

- a) coordinate and get or expedite any necessary approval and clearances relating to the assignment from any Government or Semi-Government Agency, Department or Authority, and other concerned organization.
- b) coordinate with any other Consultant employed by the MOLJ.

6. Scope of Services of the Consultant:

- i. MoLJ is desirous to have selected professional, qualified and experienced HR Consultancy Firm ("Consultants" or "Firm") on its panel to assist the MoLJ in fulfilling its hiring requirements for Judicial Members, Customs Appellate Tribunal and Members, Appellate Tribunal Inland Revenue.
 - ii. The purpose of selecting the Consultants is to ensure the transparency and fairness in the hiring process so that all the hiring is done on merit and without any undue pressure / interference.
 - iii. MoLJ will communicate the Consultant Firm within 10 days of the award of the contract, requirements of the positions to be filled for which the consultant shall initiate the process of head hunting process within 10 days as mention below and in the TORs as well and complete the task / assignments within 30 days from such communication. Subsequently MoLJ will engage the consultant firm for such similar assignment time to time as per requirement laiddown / settled by MoLJ.
 - iv. All Headhunting HR Recruitment processes shall include the followings:
-

- To publish such positions alongwith eligibility criteria in the national press and its website.
- To receive the applications through online form to be designed by the firm.
- To prepare and provide summary of all received applications and comprehensive list for each position as per approved shortlisting criteria.
- To prepare and provide the shortlisting of candidates with reasoning of rejection each candidate.
- To prepare and provide top shortlisted candidates along with all documents to MOLJ within 30 days of the publication of the advertisement.

7. PAYMENTS TO THE CONSULTANT

Lump Sum Remuneration

The payment will be made to the bidder/consultant firm within 30 days of the completion task/assignment entrusted (to the firm by MoLJ communicated in writing) in local currency regarding head hunting of human resource.

8. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under and any statutory modifications thereto. The Arbitration shall be held in Lahore, Pakistan.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the MOLJ shall be withheld on account of such proceedings.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of the MoLJ

For and on behalf of the Firm

,

M/s. _____,

.

Address: _____,

Lahore.

Witness:

Witness:

Signatures _____

Signatures _____

Name _____

Name _____

CNIC # _____

CNIC # _____

Title _____

Title _____
