

TENDER DOCUMENT

FOR

Hiring of Legal Consultancy Firm



Quaid e Azam Solar Power (pvt) Ltd

Quaid-e-Azam Solar Power (Pvt) Ltd

Quaid-e-Azam Solar Power (Pvt) Ltd

TENDER NOTICE
HIRING OF LEGAL CONSULTANCY FIRM

Sealed Bids (Single Stage Two Envelopes) are invited for Hiring of Legal Consultancy Firm from well reputed Law Firms having relevant experience. Bidders must be registered with taxation authorities. Details are mentioned in the Bidding document available for review on PPRA and QASPL websites. However, in order to participate in the bid, the bidder must obtain a copy of the Bidding document from the under-mentioned office upon payment of PKR 1000 in form of pay order in favor of "Quaid-e-Azam Solar Power Pvt Ltd". Bids shall be submitted on the prescribed forms up to **12th August 2022 till 03:00 pm** in the office. Bids shall be opened on the **same day at 03:30 pm** in the presence of the representative of the firms who may wish to attend

Terms & Conditions:

1. All Prices shall be quoted inclusive of all applicable taxes. The Prices shall be in PKR.
2. QA Solar may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
3. Bid validity period shall be 90 days from the opening of bids.
4. Detailed Terms and conditions are mentioned in the tender document.
5. Late or incomplete bids shall be rejected.

Chief Executive Officer

Quaid-e-Azam Solar Power (Pvt.) Ltd.
3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore.
Phone No. 042-99332261-65
Fax No. 042-35790366
Email: company.secretary@qasolar , pm@qasolar.com
Web Address: www.qasolar.com

Section 1: Letter of Invitation

No: **QASPL/2022/LCS/01**

Date: 25 July, 2022

To

SUBJECT: LETTER OF INVITATION

Dear Mr./Ms.:

1. Quaid-e-Azam Solar Power (Pvt) Ltd (QASPL) invites proposals for Hiring of Legal Consultancy Firm. Details on the services are provided in the Terms of Reference.
2. The Law Firm will be selected under Single Stage Two Envelope, Quality and Cost Based Selection (70:30) and procedures described in this document, in accordance with the Punjab Procurements Rules 2014.
3. The tender document includes the following additional documents:
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
4. Proposals to be made using the Standard Forms of the tender document. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
5. The information should be sent to the following address:

Designation: Chief Executive Officer
Address: 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore
E-mail: pm@qasolar.com; company.secretary@qasolar.com

If no acknowledgment is received, it will be presumed that the firm is not interested in undertaking the assignment.

Yours sincerely,

*Chief Executive Officer,
Quaid-e-Azam Solar Power (Pvt) Ltd
Lahore*

Section 2: Instructions to Firms

Definitions	<p>(a) “Assignment” means providing Legal Consultancy Services to QASPL.</p> <p>(b) “Client” means the Quaid-e-Azam Solar Power (Pvt) Ltd .</p> <p>(c) “Consultant” means any firm/consortium/joint venture that provides the Legal Consultancy Services to the Client under the Contract.</p> <p>(d) “Contract” means the Contract included in this tender document as Section 6, when signed by the Parties, and all attached documents.</p> <p>(e) “Data Sheet” means such part of the Instructions to Firms used to reflect specific conditions.</p> <p>(f) “Day” means calendar day.</p> <p>(g) “Firms” means any firms/consortiums/joint ventures whose who wish to submit proposal in response to this tender.</p> <p>(h) “Government” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.</p> <p>(i) “Instructions to Firms” means the document, which provides Firms with information needed to prepare their Proposals.</p> <p>(j) “LOI” means the Letter of Invitation included in the tender as Section 1 being sent by the Client to the Firms.</p> <p>(k) “Personnel” means professionals and support staff provided by the Firms or by any sub-consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.</p> <p>(l) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(m) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.</p> <p>(n) “Services” means the Assignment to be performed by the</p>
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	<p>Consultant pursuant to the Contract.</p> <p>(o) “Rules” means the Punjab Procurement Rules-2014 (PPR-009) notified in Provision of Punjab Procurement Regulatory Authority Act 2009 (VIII of 2009).</p> <p>(p) “Terms of Reference” (TOR) means the document included in the tender as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
1. Introduction	<p>1.1 The Client shall select the Law Firm in accordance with the Punjab Procurement Rules-2014.</p> <p>1.2 Firms are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for a signed Contract with the selected Firm.</p>
	<p>1.3 Firms should familiarize themselves with Assignment conditions and take them into account in preparing their Proposals.</p>
	<p>1.4 Firms shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The Client 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.</p>
Conflict of Interest	<p>1.5 QASPL requires that the Consultant provides professional, objective, and impartial advice and at all times, hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.</p> <p>1.5.1 Without limitation to the generality of the foregoing, the Consultant, and any of its affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
Conflicting activities	<p>(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its</p>

	<p>affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p>
Conflicting assignments	<p>(ii) 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 Client.</p>
Conflicting relationships	<p>(iii) A firm (including its Personnel and sub-consultants) that has a business or family relationship with a member of the Client'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 QASPL throughout the selection process and the execution of the Contract.</p>
	<p>1.5.2 Firms / Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the firm/Consultant or the termination of its Contract.</p>
Fraud and Corruption	<p>1.6 The QASPL requires Firms and the Consultant participating in this Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, the QASPL:</p> <p>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;</p> <p>(ii) "fraudulent practice" means a</p>

	<p>misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more firms with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</p> <p>(b) will reject a Proposal for award if it determines that the Firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;</p> <p>(c) will sanction a Firm, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a QASPL contract if at any time it determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a QASPL contract; and</p> <p>(d) will have the right to require Firms to permit the QASPL to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the QASPL.</p>
	<p>1.7 Firms, their sub-consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the QASPL in accordance with the above para. 1.6. Furthermore, the Firms shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>
<p>Only one Proposal</p>	<p>1.8 Firms may only submit one Proposal. If a Firm submits or participates in more than one Proposal, all such Proposals individually or mutually shall be disqualified.</p>
<p>Proposal Validity</p>	<p>1.9 The Data Sheet indicates how long Firms’ Proposals must remain valid after the submission date. During this period, Firms shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete award of Contract within this period.</p>

	<p>Should the need arise, however, the Client may request Firms to extend the validity period of their Proposals. Firms who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Firms may submit new staff in replacement, who would be considered in the final evaluation for Contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<p>2. Clarification and Amendment of Documents</p>	<p>2.1 Firms may request a clarification of any of the documents till the date indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means (email) and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms. Should the Client deem it necessary to amend the document as a result of a clarification, it shall do so following the procedure under para. 2.2.</p> <p>2.2 At any time before the submission of Proposals, the Client may amend the document by issuing an addendum in writing to give Firms reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p>3. Preparation of Proposals</p>	<p>3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Firms and the Client, shall be written in English.</p>
	<p>3.2 In preparing their Proposal, Firms are expected to examine in detail the documents comprising the tender. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>
<p>Technical Proposal Format and Content</p>	<p>3.3 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.</p>
<p>Financial Proposals</p>	<p>3.4 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. The Firm shall provide the Client with breakdown of remuneration rates as detailed in Form FIN-2 of Section 4.</p>
<p>Taxes</p>	<p>3.5 The Consultant shall provide services subject to all local taxes (such as: value added or sales tax or income taxes</p>

	including taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.
	3.6 Consultants shall express the price of their Services in Pakistan Rupees.
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original Proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firms themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Form TECH-1 of Section 3, and Form FIN-1 of Section 4.</p> <p>4.2 An authorized representative of the Firm shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.</p> <p>4.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the name of the Assignment, and with a warning “Do Not Open With The Technical Proposal.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “Do Not Open, Except In Presence Of The Official Appointed, Before Submission Deadline”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may constitute a case for rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute</p>

	grounds for declaring the Proposal non-responsive.
	<p>4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>4.6 The Client shall open the Technical Proposal as mentioned in bid data sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
5. Proposal Evaluation	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firms' Proposal.</p> <p>The Evaluation Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
Evaluation of Technical Proposals	<p>5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
Public Opening and Evaluation of Financial Proposals	<p>5.3 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 tender and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Firms that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested firms sufficient time to make arrangements for attending the opening.</p> <p>5.4 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to</p>

	<p>attend. The name of the Firms, and the technical scores of the Firms shall be read aloud. The Financial Proposal of the Firms who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> <p>5.5 The Evaluation 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. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the tender, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the tender, no corrections are applied to the Financial Proposal in this respect.</p> <p>5.6 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
6. Negotiations	<p>6.1 The negotiations may be conducted as per PPRA Rules 2014. The invited Firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Firm. Representatives conducting negotiations on behalf of the Firm must have written authority to negotiate and conclude a Contract.</p>
Conclusion of the negotiations	<p>6.2 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Firm will initial the agreed Contract. If negotiations fail,</p>

	the Client will invite the Firm whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	<p>7.1 After completing negotiations the Client shall announce the results on PPRA and QASPL website as per Rule 37 of Punjab Procurement Rules, 2014 and promptly notify all Firms who have submitted proposals. After 10 days of announcement of result the Client will award the Contract to the selected Firm after Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Firms.</p> <p>7.2 The Consultancy Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firm who submitted the Proposals or to other persons not officially concerned with the process, until the announcement of evaluation report. The undue use by any Firm 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.

Instructions to Firms

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: <u>Quaid-e-Azam Solar Power (Pvt.) Ltd (QASPL)</u> Method of selection: <u>Quality & Cost Based Selection</u>
1.2	Financial Proposal to be submitted together with Technical Proposal separately in sealed envelope: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Name of the assignment is: Hiring of Legal Consultancy Firm
1.3	A pre-proposal conference will be held: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.12	Proposals must remain valid for a period of <u>90</u> days after the submission date.
2.1	Clarifications may be requested not later than 5 th August, 2022 The address for requesting clarifications is: Chief Executive Officer 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Phone: +92 99332261-65 Fax 042-35790366 Email: pm@qasolar.com; company.secretary@qasolar.com
3.8	Firm to state Financial proposal in the national currency i.e PKR: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4.3	Firm must submit the 1 original and 1 copy and 1 soft copy of the Technical Proposal, and 1 original of the Financial Proposal.
4.5	The Proposal submission address is: Chief Executive Officer 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Phone: +92 99332261-65 Fax 042-35790366 Email: pm@qasolar.com; company.secretary@qasolar.com Proposals must be submitted no later than the following date and time: <u>12th August, 2022 by 03:00 pm PST.</u>
4.6	The Technical Proposal shall be opened on the following date and time: <u>12th August, 2022 by 03:30 pm PST.</u>
5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

Eligibility Criteria		
Sr.No	Description	Yes / No
01	Certificate of registration under the Partnership Act or issued by Punjab Bar Council or Both (copy of registration to be provided)	
02	Copy of Registration with FBR with active taxpayer status;	
03	A certificate / affidavit that Bidder is not blacklisted by any government / Autonomous Body;	
04	Bidder must have at least 2 Active Partners	
05	Bidder must have at least 4 associate lawyers	
06	Affidavit of confirmation of partners as active employees of the firm	
07	Must have offices in Lahore and Islamabad	
08	Firm/Company Profile	

Those firms who did not fulfil the eligibility criteria, shall be stand disqualified.

Technical Evaluation Criteria

1	2	3	4
Factor	Max. Marks (200)	Documents to be attached	Relevant information to be filled in by the Bidder
Law Firm Established (no of years): Firm must be registered for more than five (5) years, from the date of registration certificate	20	Firm's Profile	
Partners of the Firm including one partner must be an Advocate of the Supreme Court for more than 5 years: 2 to 3: 2 Marks 4 to 6: 5 Marks More than 6: 10 Marks	10	Firm's and Partners' Brief Profile	
CVs of 5 partners/ associate/ for this Assignment as mentioned in Terms of Reference Relevant background of Personnel/Staff: Assignment for drafting and review of Bidding documents, Vetting of Contracts (FIDIC based) with Consultants, Contractors and Suppliers. Consultancy services and legal	100	1. Education and qualifications 2. Relevant Experience Education: LLM: 100% Marks Bar-at-Law: 100% Marks LLB: 80% Marks Positions Team Leader (Not below the rank of partner) Specialized in Corporate /	Marks 25

	opinions on Procurement Laws in Pakistan, PEC Act & bye-laws and corporate laws / business laws and Energy Sector Assignments etc. Note: Each personnel of core team shall provide 02 no of relevant assignment.		Power Sector		
			Partner (Energy / Power Sector Assignments)	25	
			Senior Associate (Specialized in Bidding/Contract Management/Legal Matters)	20	
			Associate (Specialized in civil, criminal, labour, etc)	15	
			Associate (Specialized in Procurement Laws / Corporate Laws	15	
	Number of Advocates (other than partners) on the payroll of the Firm: a. Senior Associates: 2 to 5: 2 Marks More than 5: 5 Marks b. Associates: 2 to 5: 2 Marks More than 5: 5 Marks	5+5=10	Signed Resumes		
	Experience of Firm in Corporate matters: 5 to 9 years: 4 Marks 10 to 15 years: 7 Marks More than 15 years: 10 Marks	10	Work Experience Details (Proof Attach)		
	Domain experience of Firm (Public sector Legal Adviser / Consultancy of Firm): 5 to 10 years: 5 Marks More than 10 years: 10 Marks	10	List (year-wise) of clients in Public Sector to which Legal Adviser / Consultancy services provided by the Firm		
Experience of Firm in Power Sector Per Project = 04 Marks, maximum 20 marks	20	FORM TECH 2 (attach Proof)			
Reported Judgments: The Senior Partner at the Firm must have reported judgments in his name 01 mark for each judgment / case, maximum 20 marks	20	List of Judgments / cases			
Note: The minimum technical scores required to pass is 65% marks.					
5.6	<p>The formula for determining the financial scores is the following:</p> $Sf = 100 \times Fm / F$ <p>in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are:</p>				

	<p>T = <u>0.70</u> ,and F = <u>0.30</u> <u>Contract will be awarded to highest rank firm.</u></p>
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Section 3: Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the tender for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 A Information Related To Experience
B General Litigation Experience

TECH-3 A : Team Composition and
B : Curriculum Vitae (CV) for Proposed Professional Staff

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide Legal Consultancy Services in accordance with your Tender Document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Firm]²

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.

If contract negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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: _____

Name of Firm: _____

Address: _____

FORM TECH-2

INFORMATION RELATED TO EXPERIENCE

FORM A

[Using the format below, provide information on each Legal Service for which you, and each associate for this Legal Consultancy Assignment, was legally contracted as a corporate entity for carrying out Legal Services similar to the ones requested under this Legal Consultancy Assignment. Use maximum 2 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Legal Services name:	Value of the services (in current PKR):
Country: Location within country:	Duration of services (months):
Name of Client:	Total No. of staff-months (by your firm) on the services:
Start date (month/year):	Value of total services provided under an agreement (in current PKR)
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as staff:	
Narrative description of Legal Services:	

Note:

- 1. Only the eligible legal services that satisfy criteria shall be included.*
- 2. All the Financial numbers are to be given in Pak Rupees*

(Signature of Authorized Signatory)

Applicant seal & stamp

B – Reported Judgements / Cases

[Provide here a detail of Reported Cases]

FORM TECH-3 TEAM COMPOSITION

FORM A

An organogram of 5 staff is required. CVs of all essential staff members must be attached with the proposal. Minimum of the following staff is required.

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM B**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF****CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF**

1. **Current 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. Assignment Experience:

<i>Sr. No</i>	<i>Description</i>	<i>Project Name</i>	<i>Year</i>
<u>Assignment 1</u>			
<u>Assignment 2</u>			
<u>Assignment 3</u>			

7. Education :

<i>Degree</i>	<i>Major</i>	<i>Institution</i>	<i>Year</i>

8. **Membership of Professional Associations:** _____

9. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

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

11. 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.*]:

<i>Client</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this services]

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 legal services that best illustrate staff capability to handle the tasks listed under point 11.]

- 1) Name of Services: _____
- Year: _____
- Location: _____
- Client: _____
- Main Services: _____
- Positions held: _____
- Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative:

Section 4: Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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 Client]

Dear Sir,

We, the undersigned, offer to provide Legal Consultancy Services in accordance with your Tender Document dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
1.Monthly Retainership fee for Legal Consultancy	
Total Costs of Financial Proposal including all applicable taxes	

Note: Financial Cost is inclusive of all applicable taxes, duties, out of pocket expense and travelling expense.

SECTION 5: TERMS OF REFERENCE

LEGAL CONSULTANCY SERVICES

Scope of Project: Legal Consultancy Services

Client: Quaid-e-Azam Solar Power (Pvt) Ltd (QASPL)

Scope of Services:

The Legal Consultancy Firm would provide following services on regular basis:

1. To provide legal opinion on all matters referred to by the Client to carry out the tasks for smooth running of the company's affairs under the applicable laws of Pakistan and legal endorsement of all documents relating to the operations of the Company
2. Without prejudice to the generality of foregoing clause, the specific tasks and activities include, but are not limited to, the following:
 - i. Legal Opinions on all legal matters of the Company relating to laws of Pakistan including but not limited to procurement laws, tax laws, corporate laws, PEC Laws and Labour Laws etc;
 - ii. Advise and provide support in Legal Opinions on legal issues, especially, compliance with the requirements of relevant laws and regulations, which have a bearing on the Client and the Project from a legal perspective;
 - iii. Review of replies to any correspondence from Registrar's Office addressed to the Company under the Companies Act, 2017;
 - iv. Preparation, negotiating, reviewing, amending and vetting of agreement(s), deeds, briefs, memorandums, contracts, notices, replies and other legal instruments as and when required;
 - v. Provide assistance and guidance on statutory filings and other requirements under the Companies Act, 2017, as may be sought by the Company from time to time;
 - vi. Amendments and renewals of existing agreements and instruments;
 - vii. Attending meetings of the Board of Directors, Committees of the Board, Contractors or such parties as and when required;
 - viii. Provide legal assistance against any litigation arising out of its daily business affairs or during contract administration or O&M of the projects;

- ix. Vetting of pre-qualification / bidding documents prepared / drafted by the Client as and when required;
- x. Providing legal assistance in the process of technical and financial evaluation, contract negotiations, legal endorsement of performance guarantees and execution of contract agreement;
- xi. Advice on regulatory issues and ensure the legal form and contents of all documents prepared, as well as for those to be approved by the Client;
- xii. Serve legal notice and Replies to all legal notices in order to help the Client in sorting out issues out of court(s) through Alternate Dispute Resolution (ADR) mechanism and attend any other meetings when requested by the client;
- xiii. Providing legal assistance in Dispute Resolution at International/ national Forums as and when required;
- xiv. To present company before NEPRA, CPPA, SECP and other regulators as and when required;
- xv. Negotiations on legal matters on behalf of the Client, as and when required, subject to written approval of the Client.
- xvi. Any other legal assignment as may be entrusted by the Company.

All replies / responses must be submitted within 02 working days.

Payments:

The service provider shall be required to make monthly report as deliverable. Payment to made on monthly basis upon submission of invoice on account of retainership fee quoted by the bidder.

Estimated Budget: PKR 03 million for 01 year inclusive of all applicable taxes, duties, out of pocket expense and travelling expense.

Team Requirement:

The core team shall include minimum of the following personnel's:

Key Expert	Experience Years	Qualification
Team Leader (Not below the rank of partner) Specialized in Corporate / Power Sector	10	LLM/ Bar at Law
Partner (Energy Sector Assignments)	10	LLM/Bar at Law
Senior Associate (Specialized in Bidding/Contract Management/Legal Matters)	7	LLB
Associate (Specialized in Civil , Criminal, Labour etc. laws / Corporate Laws	5	LLB
Associate (Specialized in Procurement Laws /	5	LLB

Corporate Laws		
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**CONTRACT FOR RETAINERSHIP OF CONSULTANT
FOR LEGAL CONSULTANCY SERVICES**

BY AND BETWEEN:



QUAID-E-AZAM SOLAR POWER (PVT) LTD

And

M/S _____

CONTRACT NO. _____

Dated: _____, 2022

This CONTRACT for the hiring of Legal Consultancy Services (hereinafter called the "Contract") is made on the ____day of _____, 2022 by and between:

QUAID-E-AZAM SOLAR POWER (PVT) LTD (QASPL), a public sector company, incorporated under the applicable laws of Pakistan, wholly owned by the Government of Punjab;

Represented by **Chief Executive Officer**, as authorized representative;

Hereinafter referred to as the **“Client”** or **“QASPL”**;

AND

M/S _____, having office at _____;

Hereinafter referred to as the **“Consultant”**;

Hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

WHEREAS, the Client has requested the Law Firm to provide Legal Consultancy Services, selected as per Punjab Procurement Rules 2014.

AND WHEREAS, the Consultant, mandated by the Client having proven itself to possess the requisite professional and technical expertise and not having conflict of interest, agrees to provide the said services on the basis of retainership according to the terms and conditions as defined under the present Contract.

NOW THEREFORE, as a consequence to the above, the Parties hereby agree to enter into the present retainership Contract as follows:

1. Services	(i) The Consultant shall perform the services specified in Annex A, “Terms of Reference / Scope of Services,” (the “Services”) which is made an integral part of this Contract. (ii) The Consultant shall submit to the Client the reports and deliverables in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations and Deliverables.”
2. Term	The Consultant shall perform the Services for a total period of _____ commencing from _____ and continuing through _____, and may be extended for any other period as may be subsequently mutually agreed by the Parties in writing.
3. Payment	A. Ceiling For the Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount of Rupees (Rs. _____/-) per month as retainership fee. This amount has been established

	<p>based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>The Consultant shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under the applicable laws of the land.</p>
	<p>B. Schedule of Payments</p> <p>There shall be a fixed retainer ship fee to be paid on monthly basis and an assignment based fee, as determined in accordance to the terms and conditions of the Contract. Payments for the retainer ship fee shall be made within Thirty (30) days.</p> <p>The Consultant shall submit monthly invoice to claim retainership fee along with progress report, including the list of jobs handled/done during the month (by the 5th of each month for the previous month) duly verified by the Company Secretary and approved by the CEO (QASPL).</p> <p>C. Payment Conditions</p> <p>Payment shall be made in Pakistani Rupees, following the approval of the invoice submitted by the Consultant in duplicate to the Coordinator designated in paragraph 4.</p>
4. Coordinator	<p>A. The Client designates Company Secretary as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under this Contract. The coordinator shall facilitate and provide requisite resources to Consultants in carrying out the Consultancy services as per defined in Terms of References / Scope of Work (Annex-A).</p> <p>B The reports listed in Annex-B, "Consultant's Reporting Obligations and Deliverables," shall be submitted in the course of the assignment, and approval of the same shall constitute the basis for the payments to be made under paragraph 3.</p>
5. Performance Standards	<p>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p>
6. Confidentiality	<p>The Consultants shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. A violation of this paragraph shall be a material violation of this Contract.</p> <p>No press releases, public announcements or use in any list of references regarding the Client's name, the Services or this Contract will be made</p>

	without obtaining the Client's prior written approval.
7. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software subject to paragraph 6 mentioned above.
8. Consultant Not to be Engaged in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination for One (01) year, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services except for the services for which the Client allows the Consultant. Furthermore, the Consultant agrees that it shall not indulge itself in any kind of business with any other consultant or contractor or whatever the case may be, on QASPL without seeking prior approval of the Client.
9. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
10. Law Governing Contract and Language	The Contract shall be governed by the laws of Pakistan, and the language of the Contract shall be English.
11. Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the laws of Pakistan.
12. Notices	<p>Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail.</p> <p>Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:</p> <p>Chief Executive Officer 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Phone: +92 99332261-65 Fax 042-35790366 Email: ceo@qasolar.com</p>
13. Termination of the Contract	Either Party to this Contract may terminate this Contract with prior notice of Thirty (30) days, in which case the Consultant shall be paid as

	per quantum of work done by him and approved by the Client.
14. Extension of the Contract	Contract may be extended upon mutual consent of the Parties
15. Severability	Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall A. respect the spirit of the affected provision in consideration of the whole Contract between the Parties; and B. be in compliance with applicable laws and regulations.
16. Waiver	The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

This Contract is made as of the day, month and year first above written.

For and on behalf of

The Client



Quaid e Azam Solar Power (pvt) Ltd

Quaid-e-Azam Solar Power (Pvt.) Ltd

Witness

Signature: _____

Name: Mr. _____

Title: _____

CNIC _____

Signature: _____

Name: Mr. _____

Title: Chief Executive Officer

(Seal)

Address: 3rd ,Floor, 83-A, E/1,

Main Boulevard Gulberg III, Lahore

For and on behalf of
The Law Firm

M/S _____

Witness

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

CNIC: _____

CNIC: _____

Address: _____

LIST OF ANNEXES

Annex A: Terms of Reference

Annex B: Consultant's Reporting Obligations and Deliverables

Annex-C: Financial Summary

TERMS OF REFERENCE

FOR LEGAL CONSULTANCY SERVICES

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Senior Associate (Specialized in Bidding/Contract Management/Legal Matters)	7	LLB
Associate (Specialized in Civil , Criminal, Labour etc. laws / Corporate Laws	5	LLB
Associate (Specialized in Procurement	5	LLB

Laws / Corporate Laws		
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Annex-B

Consultant's Reporting Obligations and Deliverables

- **Monthly Reports**

Financial Summary

Item	Costs
	Pak Rupees
Monthly Retainership fee for Legal Consultancy	
Total Costs of Financial Proposal including all applicable taxes	

Note: Financial Cost is inclusive of all applicable taxes, duties, out of pocket expense and travelling expense.