

PUNJAB SKILLS DEVELOPMENT FUND

Request for Proposal (RFP)

Procurement no: 024/SYIG/PSDF/LF

Hiring of Legal Consultant Firm

November, 2022



Submission Date: December 08, 2022 on or before 03:00 PM

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk

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1) Invitation for Proposal

1. Punjab Skills Development Fund (PSDF) invites Technical & Financial proposals to provide consulting services for Legal Firm. Details on the assignment are provided in the Terms of Reference to this proposal.
2. The Consulting firm submitting its proposals should have the following **eligibility** for qualification:
 - A Firm must be registered as a Law Firm. (Please attach copy of registration of firm as a Law Firm)
 - Legal Consultancy Firm should have at least ten (10) years of experience as a corporate legal consultant preferably dealing with government / semi government / autonomous bodies. (Please attach copy of contracts/service orders)
 - Active taxpayer in FBR and registration in PRA (if applicable) in the name of the firm (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required)
 - Must have practicing license of honourable Supreme Court and Lahore High Court. (Please attach copy of practicing license as a proof)
 - Legal Consultancy Firm should have its registered offices in Pakistan particularly in Lahore and Islamabad. (Please attach documentary details of Office address on company's letter head)
 - **Affidavit on stamp paper** declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization. (Please attach affidavit on **stamp paper of Rs 100**, declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization.)

Any, failure to provide information as per the above mentioned or fulfilment under the requirement of "Eligibility Criteria" shall deemed to be or declared to be ineligible for further process and technical evaluation shall not be carried out.

3. The consultant will be selected under **Quality and Cost Selection Method** and procedures described in this proposal.
4. The proposal includes 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
5. It is mandatory for proposals to be made using the Standard Forms of the proposal. Proposals that are not in the prescribed format may be discarded. If any information required in the form is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
6. Proposals should be submitted online through e-tendering portal accessible at <https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current> on or before December 08, 2022 by 03:00 PM
7. Technical Proposals shall be opened on December 08, 2022 at 3:30 PM at PSDF by Procurement Committee at PSDF, 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore

in the presence of bidders. For this purpose, you are invited to attend the meeting on above mentioned date, time and venue.




Request for Proposal for Hiring of Legal Consultant Firm

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan, established in 2010 as a not-for-profit company set up by the Government of Punjab (GoPb).

PSDF invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms against the above-mentioned services. The interested companies / firms can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from PSDF e-tendering portal (<https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current>) and PPRA website (www.ppra.punjab.gov.pk)

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for one (01) year
1	Hiring of Legal Consultant Firm	024/SYIG/PSDF/LF	One Year (extendable for other terms)	December 08, 2022, on or before 03:00 PM	December 08, 2022 on 03:30 PM	PKR 1.8 Million

For further details and terms of reference, please visit:

- etender.psdf.org.pk/esop/guest/go/public/opportunity/current
- PPRA website ppra.punjab.gov.pk

Important Information:

- Follow instructions on etender.psdf.org.pk
- Bids submitted only through E-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.



Procurement Department, Punjab Skills Development Fund
 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.
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2) Instruction to Consultants

Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “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.
- (g) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) “Proposal” means the Technical Proposal and the Financial Proposal.
- (i) “Terms of Reference” (TOR) means the document included in the proposal 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.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from any firm who will be eligible as per the eligibility criteria, technical evaluation and in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are required to submit a Technical Proposal (Eligibility & Technical) and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be uploaded online through e-tendering portal. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.4 It is requested that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.4.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (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 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. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A consultant (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 Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A consultant (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 Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

- 1.4.2 Consultants 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 consultant or the termination of its Agreement.

Unfair Advantage

- 1.4.3 If an interested consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the client shall make available to all interested consultants together with this proposal, and all information that would in that respect give such consultant any competitive advantage over competing consultants.

Fraud and Corruption

- 1.5 Client requires consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, PSDF:
- (b) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (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 agreement execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (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 an agreement.
 - (c) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
 - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded an agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, and
 - (e) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance and have them audited by auditors appointed by the client.
- 1.6 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal

submission form and defined in Financial forms on e-tendering portal for online submission (Section 4 of this bidding document).

Only one

Proposal

Proposal

Validity

1.7 Interested Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

1.8 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants 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, Consultants could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

Bid Security

1.9 The Consultant shall furnish, as part of its Bid, a Bid Security in the amount of percentage of estimated cost as specified in the Data Sheet. The Bid Security shall be in Pakistan Rupees and shall be in one of the following forms

- Bank call-deposit (CDR),
- Bank Guarantee
- Demand Draft (DD),
- Pay Order (PO) or Banker's cheque
- Valid for 180 (one hundred & eighty) Days or beyond the validity of Bid.

Any Proposal not accompanied by a Bid Security shall be rejected by the Procuring Agency as non-responsive.

2. Clarification and Amendment of Request for Proposal Document

2.1 Consultants may request a clarification of any of the proposal up to the number of days indicated in the Data Sheet before the proposal submission date. 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 and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants. Should the client deem it necessary to amend the proposal as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of proposals, the client may amend the proposal by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all consultants and will be binding on them. consultants shall acknowledge receipt of all amendments. To give consultants 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.

3. Preparation of Proposals

- 3.1 The proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the client, shall be written in the language (s) specified in the data sheet.
- 3.2 In preparing their proposal, the consultants are expected to examine in detail the documents comprising the proposal. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Technical Proposal Format and Content

- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (e) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.
 - (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-consultants/ professional staff who participated, duration of the assignment, agreement amount, and consultant's involvement. Information should be provided only for those assignments for which the consultant was legally engaged by the client as a firm or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the consultant, or that of the consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if requested by the Client.
 - (b) A description of the approach and methodology for performing the assignment covering the following subjects: technical approach and methodology. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section 3.
 - (c) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section 3).
 - (d) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the professional Staff (Form TECH-5 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).

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| | 3.5 | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared disqualified. |
| Financial Proposals | 3.6 | The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). |
| -Taxes | 3.7 | The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the data sheet if the consultant is subject to payment of any taxes. |
| | 3.8 | Consultants should express the price of their services in PKR. Prices in other currencies should be converted to PKR using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the data sheet. |
| | 3.9 | Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4. |
| 4. Submission, Receipt, and Opening of Proposals | 4.1 | The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants 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 TECH-1 of Section 3, and FIN-1 of Section 4 and attach them in relevant section of E-Tender Portal. |
| | 4.2 | An authorized representative of the consultants 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. |
| | 4.3 | The proposals must be submitted online through e-tendering portal as per the link indicated in 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. |
| | 4.4 | The Client shall open the technical proposal immediately after the deadline for their submission. The envelopes for the financial proposal shall remain sealed. |
| 5. Proposal Evaluation | 5.1 | From the time the proposals are opened to the time the agreement is awarded, the consultants should not contact the client on any matter related to its technical and/or financial proposal. Any effort by consultants to influence the client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the consultants' proposal. |
| | | Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded. |

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference and mandatory requirements as specified in data sheet applying the evaluation criteria, sub criteria, and point system specified in the data sheet. 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 Proposal, and particularly the terms of reference or if it fails to achieve the minimum technical score indicated in the data sheet.

Public Opening and Evaluation of Financial Proposals

- 5.3 Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultants, and the technical scores of the consultants shall be read aloud. The financial proposal of the consultants 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.
- 5.4 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.
- 5.5 In QCBS, 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 rank based on its combined score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant 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 Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

Technical negotiations

- 6.2 Negotiations will include a discussion of the technical proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the consultant to improve the terms of reference. The client and the consultants will finalize the terms of reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the agreement as "Description of Services."

Special attention will be paid to clearly defining the inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The client shall prepare minutes of negotiations which will be signed by the client and the consultant.

Financial negotiations	6.3	If applicable, it is the responsibility of the consultant, before starting financial negotiations, to determine the tax amount to be paid by the consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. Financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget.
Availability of Professional staff/experts	6.4	Having selected the consultant on the basis of, among other things, an evaluation of proposed professional staff, the client expects to negotiate an Agreement on the basis of the professional staff named in the proposal. Before agreement negotiations, the Client will require assurances that the professional staff will be actually available. The client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case, and if it is established that professional staff were offered in the proposal without confirming their availability, the consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the consultant within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft agreement. To complete negotiations, the client and the consultant will initial the agreed agreement. If negotiations fail, the client will invite the consultant whose proposal received the second highest score to negotiate an agreement.
7. Award of Agreement	7.1	After completing negotiations, the client shall award the agreement to the selected consultant. After agreement signature, the Client shall return the unopened financial proposals to the unsuccessful consultants upon receipt of the request from the consultants.
	7.2	The consultant shall furnish performance guarantee as specified in data sheet.
	7.3	The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
8. Confidentiality	8.1	Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of agreement. The undue use by any consultant of confidential information related to the process may result in the

rejection of its proposal and may be subject to the provisions of the consultant selection guidelines relating to fraud and corruption.

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| 9. Prevention of Sexual Exploitation and Abuse | 9.1 | Consultant will ensure that effective systems are in place for preventing and responding to acts of sexual exploitation and abuse. |
| 10. Pre-Proposal Meeting | 10.1 | Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment or to understand the e-tender portal, consultants are encouraged to attend a pre-proposal conference before submitting a proposal if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact as specified in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to attend the meeting. |
| 11. Error & Omissions | 11.1 | Although adequate thoughts have been given in drafting of this document, error such as typos may occur without any responsibility on PSDF part. |

Instructions to Consultants

Data Sheet

1.1	Name of the Client: <u>Punjab Skills Development Fund</u> Method of selection: <u>Quality & Cost Based Selection</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Name of the assignment is: “Hiring of Legal Consultant Firm” . Financial Proposal to be submitted in financial envelopes of e-tendering and also attach scanned signed FIN-1 & FIN-2 of this document. If Financial Proposal is not submitted through e- tendering portal, then proposal shall be rejected.
1.8	Proposals must remain valid 120 <u>Days</u> after the submission date.
1.9	Bid Security of 1% of the estimated cost of PKR 1.8 million (i.e.18,000 PKR) in the form of Bank Call-Deposit (CDR), Bank Guarantee or Pay Order (PO) valid for 180 (one hundred & eighty) Days favoring Punjab Skills Development Fund shall reach to PSDF, Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan before the opening of technical proposal (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of technical proposal, the consultant shall be disqualified for further proceeding. A scanned copy of bid security must be attached in the technical envelope of the e-tendering portal.
2.1	Clarifications may be requested by December 05, 2022 before 4:00 PM through message box option of e-tendering portal.
3.1	Proposals shall be submitted in the following language: <u>English</u>
3.4 (e)	CVs should contain exact description of the assignment done by the individual in the past.
3.7	Amounts payable by the Client to the Consultant under the agreement to be subject to applicable taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> .
4.1	Consultant Firm must submit proposal online as per the defined forms & sections and must attached all their supporting documents as per specified requirements in eligibility Technical Envelop. Please also attach complete technical proposal at the end of Technical Envelope in additional attachments. Technical Proposal shall not include any financial information. Technical Proposal containing financial information shall be rejected and declared disqualified for further process
4.3	The Proposals should be submitted online through e-tendering portal accessible at https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current . No bid will be accepted, if not submitted through e tender portal on or before December 08, 2022 by 03:00 PM

5.2 Below are the mandatory qualification criteria to qualify for the technical evaluation.

- A Firm must be registered as a Law Firm. (Please attach copy of registration of firm as a Law Firm)
- Legal Consultancy Firm should have at least ten (10) years of experience as a corporate legal consultant preferably dealing with government / semi government / autonomous bodies. (Please attach copy of contracts/service orders)
- Active taxpayer in FBR and registration in PRA (if applicable) in the name of the firm (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required)
- Must have practicing license of honourable Supreme Court and Lahore High Court. (Please attach copy of practicing license as a proof)
- Legal Consultancy Firm should have its registered offices in Pakistan particularly in Lahore and Islamabad. (Please attach documentary details of Office address on company's letter head)
- **Affidavit on stamp paper** declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization. (Please attach affidavit on **stamp paper of Rs 100**, declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization.)

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

Technical Criteria			
Sr. No.	Description	Marks	Documents Required
Staff/Team			
1.1	Legal Consultancy Firm having professional team of at least twenty (20) lawyers	15	Please attach lawyers' detail on company's letter head
1.2	03 Barrister-at-Law or LLM of at least five (5) years' experience of corporate legal practice	10	Please attach copy of relevant degree and CV clearly stating the required experience
Staff/Team Total		25	
Experience			
2.1	More than twelve (12) years of experience of contractual drafting and vetting of different type of supplies and service contracts	10	Please attach copy of contract or service orders establishing required experience
2.2	Experience of legal expertise in High Court and Supreme Court on the behalf of Provincial or Federal Government	05	Please attach detail on letterhead of at least five (5) cases of High Court and Supreme Court each
2.3	Firm having more than ten (10) years of experience as a corporate legal consultant dealing with government / semi government / autonomous bodies	10	Please attach copy of contract or service orders establishing required experience
Experience Total		25	

Quality Management			
3.1	Testimonial References from at least five (05) clients	10	Please attach references
3.2	Recognized/recommended by international legal industry publications (Legal 500/ Webster's/ Chambers etc.) for corporate law expertise.	05	Please attach documentary evidence
Quality Management Total		15	
Financial Capability			
4.1	Annual turnover greater than 25 million PKR	20	Provide 20-21/21-22 tax returns of the firm or audit financial report of 20-21/21-22.
4.2	Annual turnover 25 million PKR or less but greater than 15 million PKR	15	
4.3	Annual turnover 15 million PKR or less but greater than 10 million PKR	10	
Financial Capability Total		20	
Approach & Methodology			
5.1	Approach towards the understanding of the assignment	05	Please attach details on one page
5.2	Mention five (5) Risks and Mitigation Strategy related to the assignment	05	Please attach risk and mitigation strategy
5.3	Methodology-Skills and tools to be used	05	Please attach details on one page
Approach & Methodology Total		15	
Grand Total		100	
Minimum 65% in technical score is required to qualify for financial opening			
5.5	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. Combined The weights given to the Technical Score (T) and Financial Score (P) are:</p> <p>T = 80 % P = 20 %</p>		
6.1	Expected date and address for agreement negotiations: Expected date: December 15, 2022		
7.2	Successful bidder shall furnish 2% performance guarantee before signing the contract.		
7.3	Expected date for commencement of consulting services January 01, 2023 at: Punjab Skills Development Fund 21-A, H-Block, Dr. Mateen Fatima Road, Gulberg-II Lahore –Pakistan		
10.1	pre-proposal meeting will be held: Yes _ No ✓		

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 proposal for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

TECH-3 Description of the Approach and Methodology for Performing the Assignment

TECH-4 Team Composition and Task Assignments

TECH-5 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-6 Eligibility Criteria Checklist

Form TECH-1 Technical Proposal Submission Form

Location: _____ Date _____

To:

Dear Sir,

We, the undersigned, offer to provide the consulting services for PSDF Hiring of Legal Consultant Firm in accordance with your proposal dated [Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.8 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 Agreement 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 3.1 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 Consultancy Firm's Organization and Experience

Consultant's Organization

Organization Information			
Sr #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
4	General / Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) (Sole Proprietorship and Individuals are not allowed)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
6	Name and designation of 'Head of Organization'		
	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
7	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		
8	Address of organization		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Form TECH-3 Description of Approach and Methodology

Please be precise and to the point in addressing the objectives/understanding of this assignment through proposed approach and methodology.

Technical approach and methodology are key components of the Technical Proposal. Explain your understanding of the objectives and scope of Job/TORs of the assignment, approach to provide these services, and methodology for carrying out the assignment. You may highlight the problems being anticipated by you in this assignment and their importance and explain the technical approach you would adopt to address them.

Form TECH-4 Team Composition and Task Assignments

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

Form TECH-5

Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **CNIC No (if Pakistani):** _____ **or Passport No:** _____
6. **Education:**

Degree	Major/Minor	Institution	Date (MM/YYYY)

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

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

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

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

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

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

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

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

- 1) **Name of assignment or project & Location:** _____ **Cost of Project** _____

Date of Start _____ Date of Completion _____

Actual Time Spent on the Project: _____ in months.

Client: _____

<p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p>2) Name of assignment or project & Location: _____ Cost of project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p>3) Name of assignment or project & Location: _____ Cost of Project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

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: _____

Form TECH-6 Eligibility Criteria Checklist

Eligibility Criteria Checklist				
Sr. No.	Eligibility Criteria Details	Evidence/Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	A Firm must be registered as a Law Firm.	(Please attach a copy of registration of firm as a Law Firm)	<input type="checkbox"/>	<input type="checkbox"/>
2	Legal Consultancy Firm should have at least ten (10) years of experience as a corporate legal consultant preferably dealing with government / semi government / autonomous bodies.	(Please attach copy of contracts/service orders)	<input type="checkbox"/>	<input type="checkbox"/>
3	Active taxpayer in FBR and registration in PRA (if applicable) in the name of the firm	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required)	<input type="checkbox"/>	<input type="checkbox"/>
4	Must have practicing license of honourable Supreme Court and Lahore High Court.	(Please attach copy of practicing license as a proof)	<input type="checkbox"/>	<input type="checkbox"/>
5	Legal Consultancy Firm should have its registered offices in Pakistan particularly in Lahore and Islamabad.	(Please attach documentary details of Office address on company's letter head)	<input type="checkbox"/>	<input type="checkbox"/>
6	Affidavit on stamp paper declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization.	(Please attach affidavit on stamp paper of Rs 100 , declaring that firm is not blacklisted by any Government agency/ semi-government / authority / organization.)	<input type="checkbox"/>	<input type="checkbox"/>

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 the consulting services for PSDF "Hiring of Legal Consultant Firm" in accordance with your proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures!]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.8 of the Data Sheet.

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

Sr. No .	Legal Services	Description	Professional fee in PKR (inclusive of all direct & indirect taxes)	Weightage for financial evaluation (%)	Financial Component for evaluation (Amount PKR)
01	Legal Case Defense	Per case for complete job in High court		20%	
		Per case for complete job in Supreme court			
02	Suit Filing	Per case for complete job in High court		20%	
		Per case for complete job in Supreme court			
03	Diem	Per day		10%	
04	Drafting and Vetting of contract (On Retainer ship Basis per month)	i. Legal Opinion (all sort of propositions) ii. Tripartite Agreements iii. Contract Awarding Agreements iv. Cross Border Agreements v. Joint Venture Agreements vi. Retainer ship Agreement vii. Memorandum of Understanding viii. Letters of Award ix. Banking documents including letters of hypothecation, mortgage deeds, MODTDs etc. x. Guarantees/ bonds etc. xi. Board Resolutions xii. Settlement Agreement		50%	
Total Bid Price (A)				N/A	
Bid Price as per weightages for financial component for evaluation purposes (B)					
05	Court Fee	As per actual (complete case/job)	As per actual (complete case/job)		
06	Printing & copying etc. expense	As per actual	As per actual		
07	Travelling charges	As per actual	As per actual		

Payment Terms:

- Monthly retainership fee shall be paid for the mentioned Services as per ToR/Scope of Work, however for Legal Case Defense and Suit Filing fee shall be paid as per the cases as and when services are rendered.
- Payment shall be made on a post monthly basis within thirty (30) days after the submission of invoice and after verification of satisfactory Services and the acceptance of the Services by the administration team of PSDF.
- All the payments shall be made in PKR after the deduction of all applicable taxes.

Expenses:

- PSDF shall reimburse all expenses properly and necessarily incurred by the Firm in the course of the Services, subject to the production of receipts or other appropriate evidence of payment. If firm is required to travel in connection with the provision of the Services, then PSDF shall reimburse the Firm for the same.

5) Terms of Reference/Scope of Services

The Legal Firm shall be providing the following services on requirement basis:

Corporate Matters:

- 1- Providing expert legal opinion on any legal queries of PSDF.
- 2- Reviewing, updating and vetting of PSDF legal documents.
- 3- Drafting and vetting of legal agreements and contracts including, amongst others:
 - i. Tripartite Agreements;
 - ii. Contract Awarding Agreements;
 - iii. Cross Border Agreements;
 - iv. Joint Venture Agreements;
 - v. Retainership Agreements;
 - vi. Memorandum of Understanding;
 - vii. Letters of Award;
 - viii. Banking documents including letters of hypothecation, mortgage deeds etc;
 - ix. Guarantees/Bonds etc;
 - x. Board Resolutions;
 - xi. Settlement Agreements;
 - xii. Drafting of policy documents mandatory for under any law.
- 4- Dispute adjudication pertaining to legal matters.
- 5- Provide advise and counsel on legal compliances by PSDF with all laws and regulations applicable to the business of PSDF.
- 6- Provide advise and counsel on the legality of corporate business transactions, contracts, negotiation of contacts etc.
- 7- Drafting and vetting legal proposals and agreements of PSDF.
- 8- Assisting PSDF on legal strategies and provide assistance in all legal matters pertaining to PSDF.
- 9- Dealing with any legislation issues pertaining to PSDF.
- 10- Preparation of legal cases and presenting them in High Court or Supreme Court.
- 11- Providing up to date reports on any pertaining and relevant legislation to PSDF.

Criminal and Civil Matters:

- 1- Dealing with any legislation issues pertaining to PSDF regarding civil and criminal cases.

- 2- Preparation of criminal and civil legal cases and presenting them in High Court or Supreme Court.
- 3- Providing up to date reports on any pertaining and relevant legislation to PSDF.

General Terms:

- 1- The duration of the contract shall be one (1) year which shall be further extended on the same terms and conditions with the mutual consent of both parties.
- 2- There must not be conflict of interest i.e. Law Firm must not be providing legal assistance to any other person/entity in conflict with PSDF so as to cause any sort of conflict of interest.
- 3- The Firm must respond efficiently for providing the Services timely.
- 4- PSDF reserves the right to give multiple consultancy assignments at a time during contract period.

6) Tentative Draft Contract

Contract shall be finalized after negotiation.

DATED ____ NOVEMBER 2022

AGREEMENT FOR PROVISION OF LEGAL SERVICES

BETWEEN

Punjab Skills Development Fund

AND

[-]

THIS AGREEMENT is made at Lahore, Pakistan this ___ day of _____ 202__:

Between

PUNJAB SKILLS DEVELOPMENT FUND, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

And

[Details of the Firm] (hereinafter referred to as “**Firm**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

(PSDF and Firm shall individually be referred to as a “Party” and collectively as “Parties”)

Whereas, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage the Firm for the provision of legal services for PSDF as envisaged herein this Agreement (“**Services**”).

And Whereas, the Firm is desirous of providing the aforesaid Services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement.

And Whereas, the Firm has agreed to offer and PSDF has agreed to procure the envisaged Services on the terms and conditions set out herein below.

Now, Therefore, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

1.1. The Recitals hereof shall form an integral part of this Agreement.

2. Scope of Work

- 2.1. Firm agrees to provide the Services detailed in **Appendix A** in accordance with the PPRA Rules 2014.
- 2.2. Firm further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.
- 2.3. Unless agreed otherwise, the provision of the Services shall be initiated upon the date of execution of the contract.

3. Term & Payment

- 3.1 This Agreement shall come into force on the [add] its duration shall be _____.
- 3.2 PSDF may extend the duration of this Agreement for another terms with the mutual consent of both the Parties, on the same terms and conditions.
- 3.3 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) in accordance with the appendix B of this contract.
- 3.4 All payments made hereunder shall be made subject to applicable tax deductions.

4. Performance Guarantee

- 4.1. Firm shall submit a Performance Guarantee (in the form of pay order or bank guarantee as is acceptable by PSDF) equal to the amount of 2 percent (02%) of the total value of this Agreement at the time of signing of this Agreement. The Firm shall ensure that the Performance Guarantee is valid and enforceable till the duration of this Agreement.
- 4.2. The Performance Guarantee shall be returned after successful completion of this Agreement.

5. Obligations

- 5.1. In providing the Services and related services to PSDF, Firm shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Firm from time to time.
- 5.2. Firm shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 5.3. Firm shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 5.4. Firm shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.
- 5.5. Firm shall comply with the Business Rules, Monitoring Rules and all other rules of PSDF in providing the Services.

6. Warranties and Representations

6.1. Firm' warranties and representations

- 6.1.1. Firm warrants and represents that it has submitted Performance Guarantee of five per cent (%) of the total value of this Agreement as stipulated herein.
- 6.1.2. Firm represents and warrants that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 6.1.3. Firm is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.
- 6.1.4. Firm warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 6.1.5. Firm warrants and represents that it has the requisite experience of providing the Services.
- 6.1.6. Firm warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. providing the Services.
- 6.1.7. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 6.1.8. Firm warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 6.1.9. Firm warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 6.1.10. Firm warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 6.1.11. This Agreement and all documents to be executed by Firm and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Firm.

6.2. PSDF's warranties and representations

- 6.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Firm in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

7. Indemnities and Liabilities of Firm

- 7.1. Firm shall be fully liable for the obligations arising out of or in connection with this Agreement.
- 7.2. Firm shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Firm, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Firm or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

8. Indemnities and Liabilities of PSDF

- 8.1. Except for a breach of this Agreement, in no event shall PSDF be liable to the Firm for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Firm received advance notice of the possibility of such damages.
- 8.2. The Firm shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

9. Events of Default and Termination

- 9.1. The following events shall each constitute an "Event of Default" by Firm and PSDF upon such Event of Default shall be entitled to forthwith terminate this Agreement:
- 9.1.1. If the Firm fails to timely provide the Services or fails to provide the deliverables within the stipulated timeframes.
 - 9.1.2. If the Firm violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives the Firm written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Firm does not commence to cure such violation, breach or failure within such thirty (30) day period.
 - 9.1.3. If the Services provided do not conform to any requirements of PSDF and subject to the same being informed to Firm in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

9.2. The Firm may reserve the right to terminate the Agreement by furnishing a three-month notice to PSDF.

9.3. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice.

10. Entire Agreement

This Agreement, together with the Appendices A and B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

11. Record

Firm shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

12. Assignment and Sub-contracting

12.1 Firm shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

12.2 Firm shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

13. Confidentiality

13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. Blacklisting

14.1. After signing the Agreement, if Firm is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, the Firm may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. Force Majeure

15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.

15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16. Notices

16.1. A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

16.3. Addresses:

PSDF	Firm
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	-

17. Severability

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

18. Variations

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

19. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

20. Amendments

Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

21. Arbitration and Governing law

21.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

21.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PSDF shall be binding and final.

21.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

21.4. In case of any disputes regarding the Services, the decision of PSDF shall be final and binding.

22. Waiver

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

23. HARASSMENT

Software Provider is expected to treat all persons with whom it interacts with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

24. DISCRIMINATION

Software Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

PSDF

Firm

Witnesses:

1.

2.

Appendix A

Scope of Services

Scope of Work:

The Firm shall be providing the following services on requirement basis:

Corporate Law Firm:

- 1- Providing expert legal opinion on any legal queries of PSDF.
- 2- Reviewing, updating and vetting of PSDF legal documents.
- 3- Drafting and vetting of legal agreements and contracts including, amongst others:
 - xiii. Tripartite Agreements;
 - xiv. Contract Awarding Agreements;
 - xv. Cross Border Agreements;
 - xvi. Joint Venture Agreements;
 - xvii. Retainership Agreements;
 - xviii. Memorandum of Understanding;
 - xix. Letters of Award;
 - xx. Banking documents including letters of hypothecation, mortgage deeds etc;
 - xxi. Guarantees/Bonds etc;
 - xxii. Board Resolutions;
 - xxiii. Settlement Agreements;
 - xxiv. Drafting of policy documents mandatory for under any law.
- 4- Dispute adjudication pertaining to legal matters.
- 5- Provide advise and counsel on legal compliances by PSDF with all laws and regulations applicable to the business of PSDF.
- 6- Provide advise and counsel on the legality of corporate business transactions, contracts, negotiation of contacts etc.
- 7- Drafting and vetting legal proposals and agreements of PSDF.
- 8- Assisting PSDF on legal strategies and provide assistance in all legal matters pertaining to PSDF.
- 9- Dealing with any legislation issues pertaining to PSDF.
- 10- Preparation of legal cases and presenting them in High Court or Supreme Court.
- 11- Providing up to date reports on any pertaining and relevant legislation to PSDF.

Criminal and Civil Law Firm:

- 1- Dealing with any legislation issues pertaining to PSDF regarding civil and criminal cases.

- 2- Preparation of criminal and civil legal cases and presenting them in High Court or Supreme Court.
- 3- Providing up to date reports on any pertaining and relevant legislation to PSDF.

General Terms:

- 1- The duration of the contract shall be one (1) year which shall be further extended on the same terms and conditions with the mutual consent of both parties.
- 2- There must not be conflict of interest i.e. Law Firm must not be providing legal assistance to any other person/entity in conflict with PSDF so as to cause any sort of conflict of interest.
- 3- The Firm must respond efficiently for providing the Services timely.
- 4- PSDF reserves the right to give multiple consultancy assignments at a time during contract period.

Appendix B

Payment Terms

- i. Payment shall be made as per the followings

Sr. No.	Legal Services	Description	Professional fee in PKR (inclusive of all taxes)
01	Legal Case Defense	Per case for complete job in High court	
		Per case for complete job in Supreme court	
02	Suit Filing	Per case for complete job in High court	
		Per case for complete job in Supreme court	
03	Diem	Per day	
04	Drafting and Vetting of contract (On Retainer ship Basis per month)	i. Legal Opinion (all sort of propositions) ii. Tripartite Agreements iii. Contract Awarding Agreements iv. Cross Border Agreements v. Joint Venture Agreements vi. Retainer ship Agreement vii. Memorandum of Understanding viii. Letters of Award ix. Banking documents including letters of hypothecation, mortgage deeds, MODTDs etc. x. Guarantees/ bonds etc. xi. Board Resolutions xii. Settlement Agreement	
05	Court Fee	As per actual (complete case/job)	
06	Printing & copying etc. expense	As per actual	
07	Travelling charges	As per actual	

- ii. Monthly retainership fee shall be paid for the mentioned Services as per ToR/Scope of Work, however for Legal Case Defense and Suit Filing fee shall be paid as per the cases as and when services are rendered.
- iii. Payment shall be made on a post monthly basis within thirty (30) days after the submission of invoice and after verification of satisfactory Services and the acceptance of the Services by the administration team of PSDF.
- iv. All the payments shall be made in PKR after the deduction of all applicable taxes..

Expenses:

- i. PSDF shall reimburse all expenses properly and necessarily incurred by the Firm in the course of the Services, subject to the production of receipts or other appropriate evidence of payment. If firm is required to travel in connection with the provision of the Services, then PSDF shall reimburse the Firm for the same.