

[DRAFT]

RAVI URBAN DEVELOPMENT AUTHORITY (RUDA)

REQUEST FOR PROPOSAL (RFP)

“LEGAL ADVISORY”

**FOR TRANSACTION & ASSOCIATED LITIGATION FOR
RAVI RIVERFRONT URBAN DEVELOPMENT PROJECT**

July 2021

Executive Director (Legal)

Ravi Urban Development Authority
51-N Gurumangat Road, Gulberg II, Lahore, Pakistan
PH: +92-42- 99263555 EMAIL: abdul.haseeb@ruda.gov.pk

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
Preface.....	4
Section 1- Letter of Invitation.....	8
PART I - SECTION 1. LETTER OF INVITATION	8
SECTION 2. INSTRUCTIONS TO CONSULTANTS	10
A- GENERAL PROVISIONS	121
1. Definitions	12
2. Introduction	12
3. Conflict of Interest.....	14
4. Fraud and Corruption	14
5. Integrity Pact	15
B-PREPARATION OF PROPOSAL	15
6. Only One Proposal	15
7. Proposal Validity.....	16
8. Clarification and Amendment in the RFP Documents.....	16
9. Preparation of Proposals	16
10. Language	16
11. Technical Proposal Format and Content	17
12. Financial Proposals.....	18
13. Taxes	18
C- SUBMISSION, OPENING AND EVALUATION OF PROPOSALS	18
14. Submission, Receipt and Opening of Proposals	18
15. Proposal Evaluation.....	19
16. Evaluation of Technical Proposals	19
17. Evaluation of Financial Proposals	19
D-NEGOTIATION AND AWARD OF THE CONTRACT	20
18. Negotiations	20
19. Technical Negotiation	20
20. Financial Negotiations	20
21. Availability of Professional Staff/ Experts.....	20
22. Award of Contract	21
23. Confidentiality.....	21
24. Time for Completion	21
25. Signing of Legal Services agreement	21
26. Instructions not Part of legal Services Agreement.....	21
BASIC ELIGIBILITY CRITERIA	22
DATA SHEET	23
A-GENERAL	23
B-PREPARATION OF PROPOSAL	23
C-SUBMISSION, OPENING AND EVALUATION OF PROPOSALS	27
D-NEGOTIATION AND AWARD OF THE CONTRACT	28

SECTION 3- FORMS FOR BASIC ELIBILITY CRITERIA	30
FORM ELI-1.1	30
FORM ELI-1.3	31
FORM PER- 1	32
FORM EXP- 4.1	33
FORM EXP- 4.2	34
FORM FIN-3.1	35
SECTION 4. TECHNICAL PROPOSAL-STANDARD FORMS	36
FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM	37
FORM TECH-2. CONSULTANT’S ORGANIZATION AND EXPERIENCE	38
A- CONSULTANT’S ORGANIZATION	38
B - CONSULTANT’S EXPERIENCE	39
FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY	40
A - ON THE TERMS OF REFERENCE	40
B - ON COUNTERPART STAFF AND FACILITIES	41
FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS	43
FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	44
FORM TECH-7. STAFFING SCHEDULE'	46
FORM TECH-8. WORK SCHEDULE	47
SECTION 5. FINANCIAL PROPOSAL - STANDARD FORMS	48
FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM	49
FORM FIN-2. SUMMARY OF COSTS	50
FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY	51
FORM FIN-4. BREAKDOWN OF REMUNERATION'	52
FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES	53
Sample Form	54
SECTION 6. TERMS OF REFERENCES	55
PART II	60
SECTION 7- STANDARD FORM OF CONTRACT	60
Annex A	63

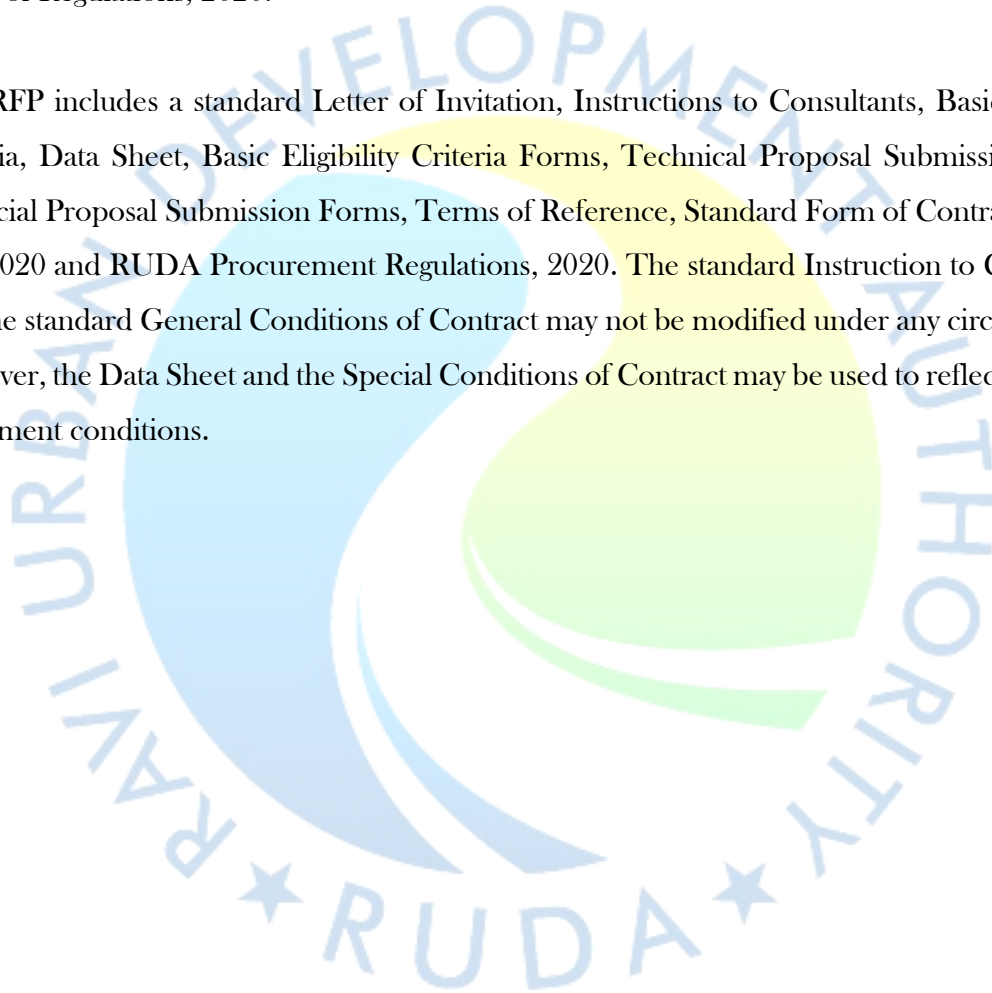
Disclaimer

Though adequate care has been taken while preparing this document and information provided therein, but it is advised that the Applicant must satisfy himself for the corrections and sufficiency of the Data. Information on any discrepancy should be intimated to this office immediately. If no information is received from any of the Applicants within five days before the time of submission date, it shall be presumed that this document is correct and complete in all respects. If considered necessary in the interest of work / public.



Preface

1. This Request for Proposal (RFP) is to be used for “Quality and Cost Based Selection Method as mentioned in RUDA Procurement Regulations 2020 (“Regulations 2020”).
2. This RFP will be used for Single Stage Two Envelope Procurement Method as described in Regulation 39 (2a) of Regulations 2020 for “ Hiring of Legal Advisory Services For Transaction And Associated Litigations for Ravi Riverfront Urban Development Project” of Regulations, 2020 through Quality and Cost Based Selection (“QCBS”) method as mentioned in Regulation 42(3) of Regulations, 2020.
3. The RFP includes a standard Letter of Invitation, Instructions to Consultants, Basic Eligibility Criteria, Data Sheet, Basic Eligibility Criteria Forms, Technical Proposal Submission Forms, Financial Proposal Submission Forms, Terms of Reference, Standard Form of Contract, RUDA Act, 2020 and RUDA Procurement Regulations, 2020. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.



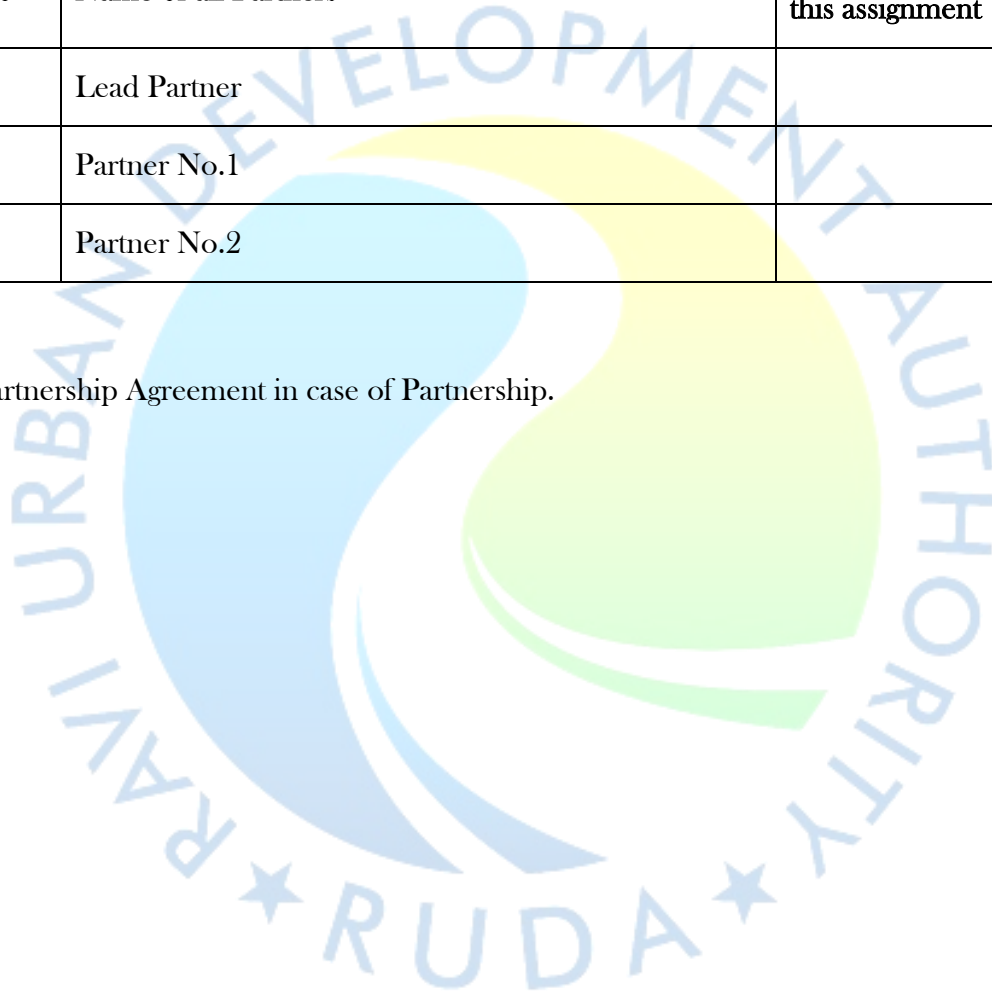
General Information

The Applicant is required to provide following information which is necessary for further processing of the proposals:

1. Whether applied as Single or Partnership/firm, please specify.
2. In case of Partnership provide the following information along with attached Form **General-1** for all partners.

Sr. No	Name of all Partners	% Share proposed for this assignment
1.	Lead Partner	
2.	Partner No.1	
3.	Partner No.2	

3. Partnership Agreement in case of Partnership.



Form Gen-1: Basic information

Sr #	Required Information	Response	
1.	Name of the Applicant		
2.	Year of Registration / Establishment of the Organisation		
3.	National Tax Number		
4.	Core business area/s of the organization		
5.	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Private Ltd. Company	
		Partnership Firm	
		Others (Please specify)	
6.	Name and designation of Head of Organization		
7.	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of Contact Person:		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		



SECTION 1. LETTER OF INVITATION

PART I

SECTION 1. LETTER OF INVITATION

[insert: Invitation/File No.....];

[insert: Location and Date]

SUBJECT: REQUEST FOR PROPOSAL- LEGAL ADVISORY FOR TRANSACTION AND ASSOCIATED LITIGATION OF RAVI RIVERFRONT URBAN DEVELOPMENT PROJECT.

Dear Mr./Ms.,

1. The Executive Director (Legal), Ravi Urban Development Authority, invites proposals (Technical and Financial) on prescribed Standard Forms to provide “Legal Advisory for Transaction & Associated Litigation for Ravi Riverfront Urban Development Project” under Ravi Urban Development Authority Act 2020, (amended from time to time) and rules and regulations made there under and amended from time to time. Details of services are provided in the “Terms of Reference”, enclosed with this Request for Proposal (RFP) package . More details on the services are provided in the Terms of Reference (Section V of Request for Proposals).
2. Request for Proposal (RFP) in sealed envelopes as per guidelines and information provided in this document are required. Interested Applicants applying for this RFP should submit RFP as per “Single Stage Two Envelope Procedure” mentioned in Rule 39(2a) of Regulations, 2020. The Interested Applicant must have updated Supreme Court and High Court bar licenses, valid NTN/ GST / PST as a mandatory precondition for eligibility to participate in the bidding process. **Unavailability of mandatory documents, as mentioned in basic eligibility criteria, with RFP would make Applicant’s proposal non-responsive and disqualified for technical and financial evaluation.**
3. The prospective Applicant must quote for the complete desired scope of work as per TORs (Section 6 of the RFP). Incomplete proposal will be rejected and considered as non-responsive.
4. All proposals submitted on prescribed date and time will be opened and evaluated in the manner prescribed in the evaluation criteria mentioned in the RFP.
5. Applicant shall download the RFP comprising of Basic Eligibility/ knock out criteria, Technical and Financial Proposal, Draft Agreement, RUDA Act, 2020 and RUDA Procurement Regulations 2020 (“RFP Package”) from our website “ www.ruda.gov.pk” and submit the same at RUDA’s office at Ravi 51-N Gurumangat Road, Gulberg II, Lahore, Pakistan on or before 6th August, 2021 by 4:00pm subject to payment of PKR 35,000/- (non-refundable) document fee in the form of Pay Order/Demand Draft in favor of “Ravi Urban Development Authority”.
6. The bid prices and rates are fixed during currency of contract and under no circumstance shall be enhanced.
7. The Procuring Agency shall have right of rejecting the tender as per RUDA Procurement Regulations, 2020.

Section 1- Letter of Invitation

8. All quoted prices must include all applicable taxes, such as Income Tax and General Sales Tax/ Provincial Sales Tax etc. If not specifically mentioned in the bid, then it will be presumed that the prices include all applicable taxes. RUDA will not be responsible and would not pay any additional amount in case of changes in tax rate by the Government of Punjab or Government of Pakistan.
9. Right and obligation of the Procuring Agency/RUDA and the Applicant shall be governed by General and Special Conditions of the Contract signed between the Procuring Agency and the Applicant.
10. The following shall result in blacklisting of Applicants, individually or collectively as part of consortium:
 - a. Conviction for fraud, corruption, criminal misappropriation, theft, forgery, bribery or any other criminal offence;
 - b. Involvement in corrupt and fraudulent practices while obtaining or attempting to obtain a procurement contract
 - c. Final decision by a court or tribunal of competent jurisdiction that the Applicant is guilty of tax evasion;
 - d. Willful failure to perform in accordance with the terms of one or more than one contract;
 - e. Failure to remedy underperforming contracts, as identified by the procuring agency, where underperforming is due to the fault of the contractor or supplier.
11. An interested Applicant, who has obtained RFP document, may request for clarification of contents of the RFP document in writing, and Procuring Agency/ RUDA shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bids.
12. It is not permissible to transfer this invitation to any other firm.
13. The Applicant will be selected under Quality and Cost Based Selection Procedure described in this RFP, in accordance with the clause 42(3) of Procurement Regulations, 2020.
14. The RFP includes the following documents:
 - Section I- Letter of Invitation
 - Section 2- Instructions to Consultants (including Data Sheet)
 - Section 3- Basic Eligibility Criteria Forms
 - Section 4- Technical Proposal - Standard Forms
 - Section 5- Financial Proposal - Standard Forms
 - Section 6- Terms of Reference
 - Section 7- Standard Forms of Contract

Yours sincerely,

Executive Director (Legal)
Ravi Urban Development Authority
51-N Gurumangat Road, Gulberg II, Lahore
Email: abdul.haseeb@ruda.gov.pk



A- GENERAL PROVISIONS

1. Definitions

- a) “**Agreement**” means the agreement signed by the Client and the consultant and all the attached documents.
- b) “**Applicant**” or “**applicant**” means a person or entity submitting the bid.
- c) “**Bid**” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency.
- d) “**Bidding documents**” mean all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner.
- e) “**Bidding process**” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner.
- f) “**Client**” or “**client**” means Ravi Urban Development Authority
- g) “**Consultant**” or “**Consultants**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal consulting firms, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- h) “**Consulting Services**” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation.
- i) “**Contract**” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- j) “**Data Sheet**” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- k) “**Day**” means calendar day including holiday.
- l) “**Eligible**” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- m) “**Government**” or “**GoPb**” means the Government of Punjab and all its attached departments, agencies, autonomous bodies / semi-autonomous bodies, boards, universities and similar organizations.

- n) **“Instructions to Consultants”** (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- o) **“LOI”** (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the Consultant.
- p) **“Procuring Agency (PA)”** or “procuring agency” means the Ravi Urban Development Authority with which the selected Consultant signs the Contract for the Services.
- q) **“Origin”** shall be considered to be the place where the organization/firm is incorporated is recognized and duly registered with the respective country’s competent authority)
- r) **“Personnel”** means professional and support staff provided by the Consultant to perform the services or any part thereof
- s) **“Proposal”** or **“Proposals”** means the Technical Proposal and the Financial Proposal.
- t) **“QCBS”** means Quality and Cost Based Selection Method
- u) **“RFP”** means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
- v) **“Response Time”** means, the period starting from the first date of issuance of bidding documents up to last date of issuance of bidding documents.
- w) **“Services”** means the work to be performed by the Consultant pursuant to the Agreement
- x) **“Similar Assignment”** means assignment of legal advisory services with similar size and scope.
- y) **“Sub-Consultant”** means any person or entity to whom the Consultant subcontracts any part of the Services.
- z) **“Terms of Reference”** (**“TOR”**) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules/conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however, optional. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.
- 3. Conflict of Interest**
- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 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:
- (i) A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, 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, 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.
 - (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 Procuring Agency.
 - (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency'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.
- Conflicting Relationships**
- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest
- 4. Fraud and Corruption**
- Client requires Consultant 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, Client:

- a) 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 Consultant with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels.
 - (iv) “**Coercive practices**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of agreement.
- b) 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.
- c) Will penalize a consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of the Punjab 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, a Government of the Punjab agreement; and
- d) Will have the right to require that a provision be included requiring Consultant to permit the Government of the 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 Government of the Punjab.
- e) Consultant and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the Punjab.

5. Integrity Pact

Pursuant to Regulation (7) of Regulations 2020, Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.2.5 million. **(Annex-A)**.

B-PREPARATION OF PROPOSAL

6. Only One Proposal

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

disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

7. Proposal Validity

7.1 The Data Sheet indicates Proposals validity; that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional Staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency 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 may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

8. Clarification and Amendment in the RFP Documents

8.1 Consultants may request for a clarification of contents of the bidding document/ RFP in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.

8.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing addendum/ corrigendum in writing. 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 Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

9. Preparation of Proposals

9.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposals.

9.2 The estimate number of Professional Staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the Professional Staff month or budget estimated by the consultant.

10. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

11. Technical Proposal Format and Content

- 11.1 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submit for each position.
- 11.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 4):
- (i) A brief description of the consultant organization and an outline of recent experience on assignments (FORM TECH-2) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (FORM-TECH 3).
 - (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (FORM-TECH 4).
 - (iv) Team Composition and task assignment (FORM TECH - 5)
 - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (FORM-TECH 6). Key information should include number of years working for the consultant/legal consulting firm and degree of responsibility held in various assignments during the last 5 years (Procuring Agency may give number of years as per their requirement) years.

- (v) Staffing Schedule (FORM-TECH 7).
- (vi) Work Schedule (FORM-TECH 8).
- (vii) Any additional information requested in the Data Sheet.

12. Financial Proposals

11.3 The Technical Proposal shall not include any financial information

12.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants’ office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). The cost of the financial proposal would be evaluated on time-based basis and after commutating cost of all activities, sub-activities and remuneration of consultant. Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; 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.

13. Taxes

The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract unless exempted by relevant tax authority.

C- SUBMISSION, OPENING AND EVALUATION OF PROPOSALS

14. Submission, Receipt and Opening of Proposals

14.1 Proposal shall contain no interlineations or overwriting 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. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultants). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

14.2 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 governs.

14.3 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 (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

14.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the

Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract 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.

16. Evaluation of Technical Proposals

16.1 The Technical 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 in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

16.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing to Consultants that would have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

17. Evaluation of Financial Proposals

17.1 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. Copy of the record shall be sent to all Consultants.

17.2 The Technical 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, 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

17.4 In case of **Quality and Cost Based Selection QCBS** Method 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.

D-NEGOTIATION AND AWARD OF THE CONTRACT

- 18. Negotiations** 18.1 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 Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 19. Technical Negotiation** 19.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract Agreement.
- 20. Financial Negotiations** 20.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 5 (i.e. Financial Proposal - Standard Forms of this RFP).
- 21. Availability of Professional Staff/ Experts** 21.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The Procuring Agency will not consider substitutions during contract 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
- 22. Award of Contract**
- 22.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and at-least seven (07) days of the award of contract, Procuring Agency shall publish on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 22.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 23. Confidentiality**
- 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 Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.
- 24. Time for Completion**
- Time for completion of the assignment shall be specified in the Data Sheet.
- 25. Signing of Legal Services agreement**
- The Legal Services Agreement shall be executed between CLIENT and the Successful CONSULTANT within seven (07) days of the Notice of Award or within such extended timeline as determined by THE CLIENT in its sole discretion. In the event the successful CONSULTANT does not execute the said agreement within seven (07) days of Notice of Award or within such extended timeline as determined by THE CLIENT in its sole discretion, THE CLIENT may award the Legal Services Agreement to the CONSULTANT ranking next to the Successful CONSULTANT, whose Bid has been determined to be responsive to the Bidding Documents. The procedure to award the Legal Services Agreement to the Successful CONSULTANT shall apply *mutatis mutandis* to the award of Legal Services Agreement to the Bidder ranking next to the Successful CONSULTANT.
- 26. Instructions not Part of legal Services Agreement**
- PROPOSAL shall be prepared and submitted in accordance with the instructions contained in these Instructions to THE CONSULTANT, which have been provided to guide the CONSULTANT in preparing their PROPOSAL, and as such do not constitute part of the Legal Services Agreement.

BASIC ELIGIBILITY CRITERIA

(SELF EVALUATION CHECKLIST BEFORE APPLYING)

Applicant is requested to provide information required in this table. Bids with incomplete information and not meeting the required Knock-out Criteria would be considered as non-responsive.

Sr #	Basic Eligibility Criteria	Yes	No	Submission Requirement
1.	Participating in the bidding process as Applicant (single entity).			Letter of Intent
2.	Applicant must be registered as a Law firm or as an individual. Mention the registration Authority/s (Bar Council) and provide an attested copy of proof of registration to provide legal identity. Copies of Lahore High Court, Supreme Court Bar Licenses along with profile and registration Certificates (if any). Single Applicant must meet requirement.			FORM ELI- 1.1 &
3.	Applicant is incorporated at least (17) years prior to the date of advertisement. Firm must meet requirement.			FORM ELI- 1.1
5.	Applicant is registered with Federal Board of Revenue (FBR) and must be on FBR's Active Taxpayers list .			Certificate
6.	Applicant is registered with Provincial Tax Authorities and must be on their active list.			Certificate
7.	Applicant has not been blacklisted by any government department/ authority/ agency /company.			FORM ELI- 1.2
8.	Applicant has the required relevant qualified personnel and enough financial and technical strength to fulfill the requirement of assignment. At least ten (10) lawyers from which at least three (3) foreign qualified full time lawyers of at least seven (7) years relevant expertise each.			FORM PER- 1
9.	Applicant has at least seventeen (17) years' experience as corporate legal consultant preferably dealing with government/ semi-government and autonomous bodies.			FORM EXP 4.1
10.	Applicant has experience of working with public sector bodies in the similar assignments.			FORM EXP 4.2
11.	Applicant has offices in Pakistan (Particularly in Lahore, Punjab) and attached declaration of office addresses. .			On Letter Head
12.	Applicant has annual turnover up to PKR 10 million. The audited statements of at least last two (02) years are required.			Form FIN 3.1

Note:

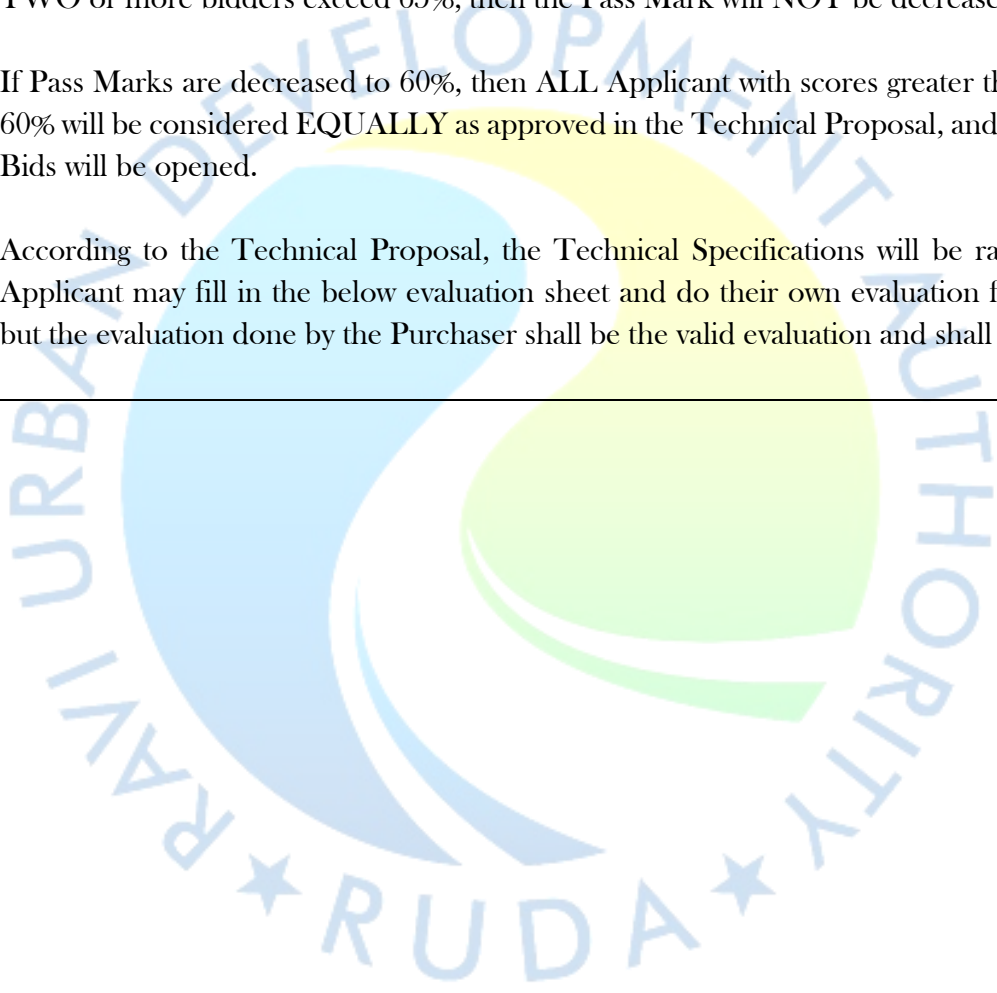
- 1.) Verifiable proofs for all the above criteria are must required.

DATA SHEET

A-GENERAL	
2	<p>Name of the Assignment: _ Hiring of Law Firm To Provide Legal Advisory For Transaction and Associated Litigations for Ravi Urban Development Project.</p> <p>Executive Director (Legal) Address: Ravi Urban Development Authority, 51-N Gurumangat Road, Gulberg II, Lahore, Pakistan.</p> <p>Telephone: +42-99263555 Facsimile: E-mail: abdul.haseeb@ruda.gov.pk</p>
2.2	The method of Selection is: Quality and Cost Based Selection Procedure ~ Rule 42 (3) of RUDA Procurement Regulations 2020.
2.3	Financial Proposal to be submitted together with Technical Proposal: <u>YES</u> Mandatory Requirement
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>N/A</u>
2.5	<p>The Proposal Submission Date is : 06-08-2021</p> <p>The Proposal Shall be submitted not later than following date and time: 4:00 PM on 06-08-2021</p> <p>At the address mentioned below :</p> <p>EXECUTIVE DIRECTOR (LEGAL) RAVI URBAN DEVELOPMENT AUTHORITY 51-N Gurumangat Road, Gulberg II, Lahore, Pakistan.</p> <p>Phone Number: +42-99263555</p> <p>Proposals shall be delivered by hand or courier so as to reach the address given above on or before the last date indicated for submission.</p> <p>(PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED).</p>
5.1	Consultant/ Bidder undertakes to sign Integrity pact for the procurement estimated to exceed PKR 2.5 Million (Annex 'A').
B-PREPARATION OF PROPOSAL	
7.1	The proposal validity shall be 90 days from the date of proposal submission.
8.1	<p>Clarification maybe requested not later than five (05) calendar days before the submission date</p> <p>The address for requesting clarification is:</p> <p>Executive Director (Legal) Ravi Urban Development Authority, 51-N, Gurumangat Road, Gulberg-II Lahore Email: abdul.haseeb@ruda.gov.pk</p>

9.2	The estimated number of professional staff-months required for the assignment is: 24
10	The Proposal as well as all related correspondence exchanged by the Consultants/ Transaction Advisory Services Provider and the Procuring Agency / RUDA shall be written in English. However, it is desirable that the Applicant's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
11.1	The format of the Technical Proposal to be submitted is: Full Time Technical Proposal (FTP).
11.2 (vii)	Training is a specific component of this assignment: Yes_____; No: _____: Like, if required, training of, including but not limited to, manuals, regulations, rules and SOPs during the course of technical assistance.
12.1	<i>[List the applicable Reimbursable expenses in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted; others may be added. If the PA wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of mobile, landline phone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
13.1	The responding Applicant is hereby informed that the GoPb shall deduct all taxes at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Procuring Agency/RUDA. The Applicant will be responsible for all taxes on transaction and / or income, which may be levied by government. If the Consultant/ Applicant is exempted from any specific taxes, then it will provide the relevant documents with the proposal. Stamp duty @ 0.035% (or as applicable at the time of contract) of contract value documents shall be borne by firm/bidder at the time of signing of contract (If Applicable as per Tax Laws on Consulting Firms).
14.1	The Proposal shall contain no interlineations or overwriting submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 4, and FIN-1 of Section 5. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant).
14.2	The Consultant/ Applicant must submit the original and (6) copies of the Technical Proposal and Original copies of the Financial Proposal. Basic Eligibility Criteria (Section 2 & 3), Technical

	<p>Proposal (Section 4) and Financial Proposals (Section 5) and Basic Eligibility Criteria documents shall contain proper index and page numbers for convenience of Evaluation Committee.</p>
14.3	<p>A technically eligible Consultant/ Applicant, complying all 12 conditions mentioned in “Basic Eligibility Criteria”, but not meeting the 65% pass mark limit will be rejected in Technical Valuation, and its Financial Proposal will be returned to it unopened. All Applicant scoring greater than or equal to 65% of the marks will be accepted in technical proposal, and their financial bids will be opened.</p> <p>PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 65% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 65%, then the Pass Mark will NOT be decreased to 60%.</p> <p>If Pass Marks are decreased to 60%, then ALL Applicant with scores greater than or equal to 60% will be considered EQUALLY as approved in the Technical Proposal, and their Financial Bids will be opened.</p> <p>According to the Technical Proposal, the Technical Specifications will be rated as follows. Applicant may fill in the below evaluation sheet and do their own evaluation for submission, but the evaluation done by the Purchaser shall be the valid evaluation and shall hold:</p>



Technical Evaluation Criteria			Total Marks	Marks Obtained
No	Technical Requirement	Evaluation Criteria		
1	Applicant Strength		34	
1.a	Average annual revenue for the last three financial Years (Audited financial statements are needed)	Less Than 10 Million = 0 Marks Equal to 10 Million = 8 Marks Greater than 10 Million and less than 10 Million = 10 Marks Greater than 10 Million = 12 Marks.	12	
1.b	A team of Lawyers: Copy of employment letters/ joining certificate. Also copies of supreme court and high court Bar licenses	For less than 10 lawyers = 0 Marks For 10 lawyers = 7 Marks For 11 lawyers = 8 Marks For 12 lawyers = 9 Marks For 13 lawyers = 10 Marks For 14 lawyers = 11 Marks For 15 lawyers and above = 12 Marks	12	
1.c	Foreign qualified, / LLM of at least 5 years relevant Experience. Copy of employment letters/ joining certificate. Also copies of supreme court and high court Bar licenses	For less than 3 lawyers= 0 Marks For 3 lawyers = 6 Marks For 4 lawyers = 8 Marks For 5 lawyers and above = 10 Marks	10	
2	Specific Experience		35	
2.a	Advising/ representing public sector bodies/ entities in Pakistan (particularly in the Punjab) in a similar organization (Documentary evidence or affidavit is required)	5 or greater than 5 public sector bodies = 20 Marks 4 public sector companies = 16 Marks 3 public sector companies = 12 Marks 2 public sector companies = 8 Marks Less than 2 public sector companies = 0 Marks	20	
	Advising/ representing private sector bodies/ entities in Pakistan (particularly in the Punjab) in a similar organization. (Documentary evidence or work order or service contract copy is required)	Less than 2 private sector companies = 0 Marks 2 private sector companies = 6 Marks 3 private sector companies = 9 Marks 4 private sector companies = 12 Marks	15	

		5 or greater than 5 private sector companies = 15 Mark		
3.	Proposed Team Structure:		31	
3.1	Relevant qualification and experience of the Team Leader related to the scope of work defined in RFP (including: specifically managing legal transaction Advisory Service Minimum Experience requirement is 10 years Minimum qualification is LLB; Detailed CV of TL is required	For Less than 10 year exp. = 0 Marks For 10 years exp. =10 Marks For 11 years exp. =11 Marks For 12 years exp. =12 Marks For 13 years exp =13 Marks For 14 years exp. =14 Marks For 15 years and above experience =15 Marks	15	
3.2	Legal Expert (Supreme court cases) Minimum Experience requirement is 15 years Minimum qualification is LLB Detailed CV is required	For Less than 10-year exp. = 0 Marks For 10 years exp. = 6 Marks For 11 years exp. = 7 Marks For 12 years exp. = 8 Marks For 13 years exp = 9 Marks For 14 years exp. = 10 Marks For 15 years and above experience =11 Marks	11	
3.3	Legal Expert (High court cases) Minimum Experience requirement is 10 years Minimum qualification is LLB. (Detailed CV is required)	For 5 and less than 5 years exp. =0 Marks For 6 years exp. =1 Marks For 7 years exp. =2 Marks For 8 years exp =3 Marks For 9 years exp. =4 Marks For 10 years and above experience =5 Marks	5	
Total Marks for Technical Evaluation Criteria			100	
Note: The minimum technical score St required to pass is: 65 Remuneration Type is Time Based The single currency for price conversions is PKR.				
C-SUBMISSION, OPENING AND EVALUATION OF PROPOSALS				
15.1	From the time the proposal is opened to the time of the Contract is awarded, the consultants should not contact the Procuring Agency/RUDA on any matter related to technical and financial proposal. Any effort by the Consultant to influence the Procuring Agency /RUDA in the examination, evaluation, ranking of proposal and recommendation till award of the Contract may result in the Rejection of Consultant's Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The proposals submitted against this RFP will be opened on SAME DAY SAME PLACE AT 4:30 P.M. , by the Consultant Selection Committee in the presence of Applicants or their authorized representatives (having valid authority letter from their respective Firm).			

16.1	<p>The Consultant Selection Committee shall evaluate the Proposals on the basis of their responsiveness to the Basic Eligibility and Knock out Criteria, Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal (After qualifying mandatory Basic Eligibility Criteria) will be given a technical score (St).</p> <p>A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the clause 14.3 of the Data Sheet</p>
17.1	<p>Financial Proposal shall be opened publicly in the presence of Consultant’s representatives who choose to attend.</p>
17.4	<p>Quality and Cost Based Selection QCBS Method 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: $S = St \times T\% + Sf \times P\%$.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% / weight, and P = 20% / weight</p> <p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p align="center">D-NEGOTIATION AND AWARD OF THE CONTRACT</p>	
18.1	<p>Expected date and address for Contract Negotiation: (Contract negotiation to be done after issuance of letter of intent by RUDA.</p> <p>Contract negotiation would be carried out at 51-N, Gurumanagat Road, Gulberg - II, Lahore</p>
19.1	<p>Availability of Key Experts and evaluation of proposed Professional staff. Assurance is needed that professional staff (as mentioned in clause 14. Consultant Selection Committee 3 of the Data Sheet) will be available as per RFP. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, RUDA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, RUDA will require assurances that the Professional staff will be actually available (either hired or employed). RUDA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical in capacity. 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.</p> <p>Government officials and civil servants may be hired as consultants only if:</p> <ul style="list-style-type: none"> (i) They are on leave of absence without pay; (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and (iii) Their employment would not give rise to any conflict of interest.
	<p>Cost of Bidding Document: PKR 35,000/-</p>

19.2	
19.3	Expected date of Commencement of Consulting Services: 25 August, 2021 (Tentatively) At RUDA Office,51-N Gurumangat Road, Gulberg-II ,Lahore



SECTION 3- FORMS FOR BASIC ELIBILITY CRITERIA

FORM ELI-1.1

Applicant Information Sheet

Date
 {PROPOSAL NAME}

Page _____ of _____ Page

Applicant Information	
Applicant's legal name (Private Limited, Partnership or AOP)	
Applicant's actual year of establishment	
Applicant's legal address	
Applicant's authorized representative	Name: Address: Telephone numbers: Fax numbers: E-mail address:
<p>Attached are copies of the following original documents</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the Applicant.</p>	

FORM ELI-1.2

INELIGIBILITY/BLACKLISTING

The Applicant shall attach original affidavit duly authenticated by notary public on judicial stamp paper that the Firm has not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department till date due to the reasons including but not limited to corrupt practices as depicted in The Ravi Urban Development Authority Procurement Regulations, 2020 (Regulation 21) and for influencing the procuring agency in evaluation of the Bids or contract award decisions etc.



FORM PER- 1

Information of Legal Staff

Name of Applicant

Law Firm should provide details of legal staff committed to the project.

1.	Title of Position
	Name
	Legal staff Qualifications
2.	Title of Position
	Name
	Legal Staff Qualifications
3.	Title of Position
	Name
	Legal staff Qualifications
4.	Title of Position
	Name
	Legal Staff Qualifications

Section 3- Basic Eligibility Criteria Standard Forms

FORM EXP- 4.1
General Legal Experience

Applicant's Legal Name:

Date

Page _____ of _____ Page

Applicant must fill in this form

Legal experience					
Starting Month/Year	Ending Month/Year	Contract Price	Years	Contract Identification and Name and Address of Employer Brief Description of the Legal Work executed by the Applicant	Role of Applicant

Section 3- Basic Eligibility Criteria Standard Forms

FORM EXP- 4.2
Specific Experience

Applicant's Legal Name:

Date

Page _____ of _____ Page

Fill up one (1) form per contract

Legal Services Contracts of Similar Size and Nature			
Contract No.... of		Contract Identification	
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Legal Contractor	Sub- <input type="checkbox"/> ntractor
Total Contract Amount	PKR		
If partner, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Sr # 10 of Basic Eligibility Criteria			

FORM FIN-3.1
Financial Situation

Applicant's Legal Name:

Date

Page _____ of _____ Page

Applicant must fill in this form

	Year 1 (PKR)	Year 2 (PKR)	Year 3-(PKR)
Information from Balance Sheet					
Total Assets (a)					
Total Liabilities (b)					
Net Worth (a-b)					
Current Assets (c)					
Current Liabilities (d)					
Working Capital (c-d)					
Information from Income Statement					
Total Revenues	Year 1 (PKR)	Year 2 (PKR)	Year 3-(PKR)
EBIT- Earnings Before Interest and Taxes					
Earning After Taxes					
Financial Data for at least previous 02 Years (PKR)					
Year 1 (PKR)	Year 2 (PKR)	Year 3-(PKR)			
<input type="checkbox"/> Attached are copies of financial statements in English language in the name of Applicant (the prospective applicant) i.e. balance sheets including all related notes, and income statements for the last five (X) years, as indicated above, complying with the following conditions. <ul style="list-style-type: none"> • All such documents reflect the financial situation of the Applicant. • Historic financial statement must be audited by a certified accountant. • Historic statement must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted).					

SECTION 4. TECHNICAL PROPOSAL-STANDARD FORMS

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Paragraph 13 of the GENERAL PROVISIONS, the Standard Forms required and number of pages recommended.

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM	37
FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE	38
A - CONSULTANT'S ORGANIZATION	38
B - CONSULTANT'S EXPERIENCE	39
FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART	40
A - ON THE TERMS OF REFERENCE	40
B - ON COUNTERPART STAFF AND FACILITIES	41
FORM TECH-4. TEAM COMPOSITION AND TASK ASSIGNMENTS.....	42
FORM TECH-5. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.....	43
FORM TECH-6. CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF.	44
FORM TECH 7- STAFFING SCHEDULE.....	46
FORM TECH-8- WORK SCHEDULE.....	47

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sir(s),

We, the undersigned, offer to provide the Legal Consulting services for **[For Legal Advisory Services For Transaction and Associated Litigation for Ravi Urban Development Project]** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] 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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in 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 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: _____

[Delete in case no association is foreseen.]

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A- CONSULTANT'S ORGANIZATION

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]



B - CONSULTANT’S EXPERIENCE

[Using the format below, provide information on each legal assignment/legal matter for which your legal firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Legal Assignment Name	Approximate value of contract (in PKR)
Country: Location within the country	Duration of Assignment (months)
Name of Procuring Agency: Address	Total No of staff-months of the assignment: Approx. value of the services provided by your firm under the contract (In PKR)
Start Date (months/Year) Completion Date (months/year)	No of professional staff months provided by the associated consultants
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project
Narrative Description of the Litigation:	
Description of actual services provided by your staff within the litigation:	

Hiring of Legal consultancy Firm to Provide Legal Advisory For transaction and Associated Litigations for Ravi Urban Development Project

Applicant’s Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY.

A - ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Consultancy services (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]



B - ON COUNTERPART STAFF AND FACILITIES

[Comment here on counterpart staff and facilities to be provided by the Procuring Agency /RUDA according to Paragraph Reference 2.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]



FORM TECH-4: DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Organization and Staffing

a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment as per Term of Reference (TOR) approach to the services and in litigation matters especially methodology for carrying out the activities and obtaining the expected outcome, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.

b) Organization and Staffing.

In this chapter you should propose the structure and composition of your team in the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Consulting Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6. 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. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

5. **Membership of Professional Association:** _____

6. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]

7. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:

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

9. **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.*]:

From [Year]: ____ To [Year]: ____

Employer: _____

Positions held: _____

<p>10. Detailed Task Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</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 me, my qualifications, and my experience. I understand that any willful 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- Technical Proposal - Standard Forms

FORM TECH-7. STAFFING SCHEDULE¹

N	Name of Staff	Staff input months (in the form of a bar chart) ²												Office	Total		
		1	2	3	4	5	6	7	8	9	10	11	12			n	
1	(Home)																
2																	
3																	
N																	
												Subtotal					
												Total					

- 1) For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category.
- 2) Months are counted from the start of the assignment.

Full time input Part time input

FORM TECH-8. WORK SCHEDULE

N	Activity ¹	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

Note:

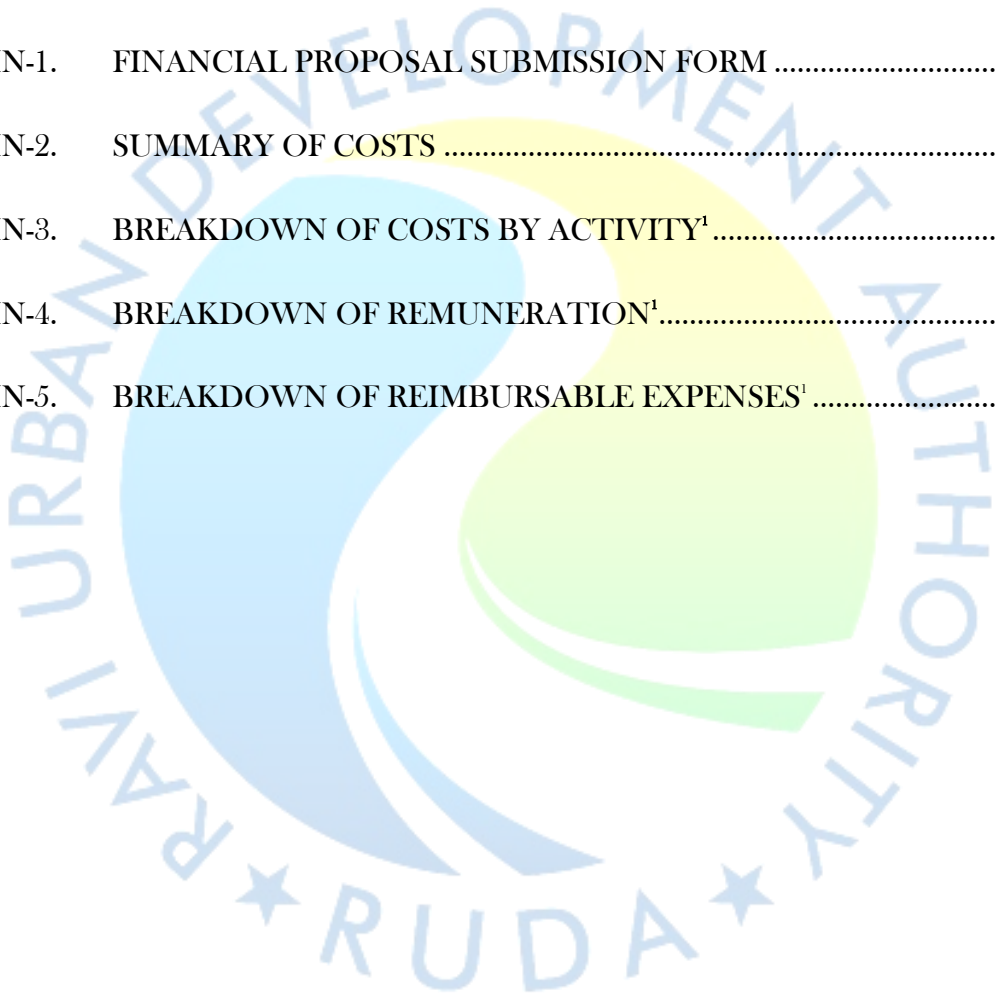
- 1) Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Clients approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2) Duration of activities shall be indicated in the form of a bar chart.

SECTION 5. FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 12 of Section 2 of General Provisions of the Instruction to the Consultant. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FORM FIN-1.	FINANCIAL PROPOSAL SUBMISSION FORM	49
FORM FIN-2.	SUMMARY OF COSTS	50
FORM FIN-3.	BREAKDOWN OF COSTS BY ACTIVITY ¹	51
FORM FIN-4.	BREAKDOWN OF REMUNERATION ¹	52
FORM FIN-5.	BREAKDOWN OF REIMBURSABLE EXPENSES ¹	53



FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. before the date indicated in paragraph reference 2.5 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
-----	-----	-----
-----	-----	-----
-----	-----	-----

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 Legal Advisory Services Provider: _____

Address: _____

1) Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2) If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	Cost Consultant must state the proposed cost in accordance with clause 12.1 of the Data Sheet
	Indicate in Local Currency (PKR) Only.
Cost of Financial Proposal	
Including	
(1) Remuneration for Monthly Retainership (<i>Transaction & Associated Legal Service</i>)	
(2) Remuneration For Litigation in (Supreme Court)	
(3) Remuneration For Litigation in (High Courts)	
(4) Remuneration For Litigation in (Tribunal/Lower/Session Courts)	
(5) Reimbursable Costs	
Total Cost of Financial Proposal {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates To be discussed and finalized at the negotiations if the contract is awarded	
i) {Insert type of tax: e.g., General Sales Tax, Income Tax, Stamp Duty	
Total Estimate of Indirect Local Tax	

Note:

- 1) Payment shall be made in the currency (PKR) expressed above ITC 12.1 in the Data Sheet
- 2) Indicate the total costs excluding local taxes to be paid by the PA in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in FORM FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY

FINANCIAL BID PROFORMA

(A) For Transaction and Associated Legal Services

SR.NO.	ITEMS / ASSIGNMENTS	Unit	Amount in PKR
1.	Retainership Fee Per month	01	
Quoted Bid Price (Inclusive of all taxes)			
Quoted Bid Price in Words (Inclusive of all Taxes)			

Note:

- 1) The Quoted price should be final and must be inclusive of all kinds of applicable taxes.
- 2) The Bid Evaluation will be made on the basis of Quoted Bid Price (Inclusive of all taxes).
- 3) The validity of the Financial Proposal is ninety (90) days from the date of submission.

B) For Litigation

SR.NO.	ITEMS / ASSIGNMENTS	Unit	Rate Per Assignment (PKR)
1.	Case preparation & representation in Session Court	01	
2.	Case preparation & representation in High Court	01	
3.	Case preparation & representation in the Supreme Court	01	
Accumulated Quoted Bid Price (inclusive of all applicable taxes)			
Accumulated Quoted Bid Price in Words (inclusive of all applicable taxes)			

Note:

- 1) All applicable taxes will be deducted at source after submission of invoice by the Law Firm.
- 2) The Bid Evaluation will be made on the basis of Accumulated Quoted Bid Price of all individual items /assignments.
- 3) The validity of the Financial Proposal is ninety (90) days from the date of submission.
- 4) Technically responsive and the lowest evaluated bidder total of (Individual cases and on retainership pe month) shall be awarded the contract.

Signature of the Applicant with seal

Address: _____

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This FORM FIN-4 shall only be used when it is indicated in reference para 14.3 of the Data Sheet that remuneration shall be time-based. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

Name ²	Position ³	Staff-month Rate	Staff Month input
Local Staff			
		<i>[Home]</i>	
		<i>[Field]</i>	

- 1) Form FIN-4 shall be filled in the same legal staff Professional and Support Staff listed in FORM TECH-7.
- 2) Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 3) Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in para 14.3 of the Data Sheet that remuneration shall be Time Based. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

N°	Description	Unit	Unit Cost
1)	Per diem allowances	Day	
2)	Miscellaneous travel expenses	Trip	
3)	Communication costs between [Insert place] and [Insert place]		
4)			
5)	Subcontracts		
6)	Local transportation costs		
7)	Office rent, clerical assistance		
8)	Training of the PA's personnel		

Note:

- 1) Delete items that are not applicable or add other items according to clause 12.1 of the Data Sheet.
- 2) Indicate unit cost and currency.
- 3) If the training is a major component of the assignment, defined as such in the TOR.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

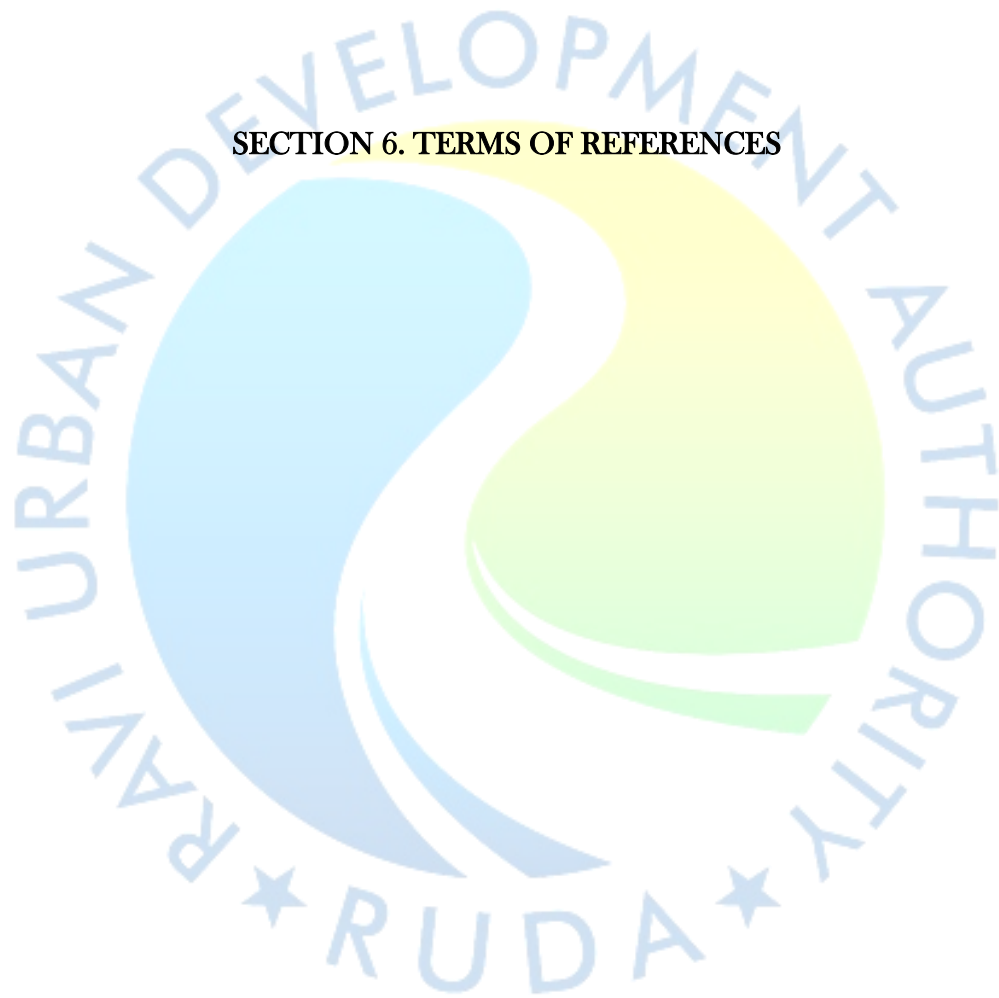
[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

SECTION 6. TERMS OF REFERENCES



BACKGROUND

The Government of the Punjab through the Client intends to develop urban areas of the Province into sustainable, livable and well-managed engines of economic growth. Urban development and its management are critically linked with sound, comprehensive and strategic metropolitan level long-term planning. Over the years, rapid urbanization has changed the socio-economic and physical characteristics of the cities. The physical growth of the cities has emerged in a very different way from the land uses proposed in master plans and other planning documents.

Lahore the capital of the province of Punjab is rapidly urbanizing being a regional urban center of key commercial, financial, industrial and socio-cultural significance. The current population of Lahore is estimated at around 11 million.

The Ravi, a trans-boundary river of India and Pakistan, is an integral part of the Indus River Basin and forms the headwaters of the Indus basin. The waters of the Ravi drain into the Indian Ocean through the Indus River in Pakistan. Subsequent to construction of *Thein Dam* in 2000 upstream of *Madhopur* head-works in India, surface flows to the Ravi have reduced to negligible levels during winter months. Average annual flow between 1985 and 1995 was recorded as 5 MAF and due to irrigation and hydropower diversions in India, the average annual flow between the years 2000-2009 was reduced to 1.1 MAF. The river remains almost dry, except during the monsoon season. In addition to lower water level flows, the river at downstream of Lahore is also faced with pollution problem. A 72-km stretch from *Lahore Siphon* to *Baloki* head-works indicates heavy contamination of the water and sediment with various heavy metals owing to municipal and industrial sewage being disposed of untreated. Water and Sanitation Agency (WASA) Lahore, through its twelve disposal stations, discharges wastewater of the entire city directly to the Ravi River. A substantial quantity of wastewater amalgamation into the Ravi River without treatment is a grave risk to the ecosystem, particularly the groundwater source. According to a study, the increasing tendency of contaminants in the river can become more hazardous and may cause severe menace to quality of groundwater in the coming days, which is the potential source of drinking water for Lahore city.

In view of the city's projected expansion and issues related to water in the River, the Government of Punjab has planned the *Ravi Riverfront Urban Development* on both banks of the River along a 36km long stretch contiguous to Lahore district's northern and western boundaries.

RATIONALE

The proposed **Project** is first of its kind in Pakistan, emphasizing the much-needed transformation of freshwater reserves such as the Ravi River, and the incorporation of such natural features into the broader framework of urban development. Thus, attaining the environmental sustainability of the **Ravi** as a major natural feature in Lahore’s landscape is the key challenge to the **Project**.

The need for housing in Lahore is growing every day, at the moment; there are some 11.5 million people who live in Lahore and by 2025 that may exceed 15 million. Developed housing schemes have only targeted middle and high-income class, leaving low-income populations live in landlocked villages, katchi abadies and unplanned urban sprawl. The residents in the periphery of Lahore are miles away from the primary industrial, commercial, government, and education and recreation hubs of the city and are dependent on private transport.

In view of unplanned urban sprawl, we need to check the sprawl and give way to planned high quality sub-urban development aimed at provision of quality services and infrastructure distribution networks to facilitate urban expansion in a meaningful manner.

THE PROJECT AREA

The Project Area, measuring approximately 42,000 hectares (102,294 Acres), runs along the Ravi River starting 5 miles downstream of India-Pakistan border and ending at the confluence of Hudiara Drain and Ravi (Figure below). On the left bank of River Ravi, the boundary of the Project Area is the same as the built-up area of Lahore. On the right bank of the River Ravi, it runs north of Kala Khatai Road, crosses over G.T. Road near Lahore Bypass, and then makes a boundary with Jaranwala Road. The location map of the project area is given below.

Actual project areas determined by the consultant in its feasibility report is given below:

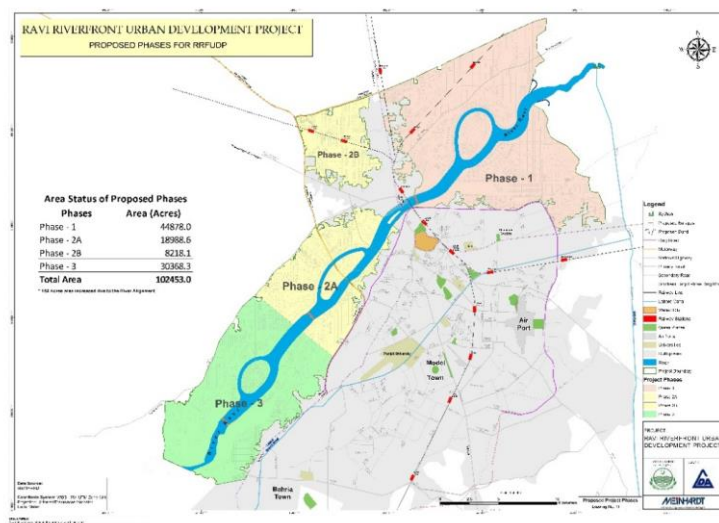


Figure 1: Project area and phases

OBJECTIVES OF THE PROJECT

The proposed project aims to rehabilitate and develop the dying River Ravi into a perennial fresh water body, with high quality water front urban development on the reclaimed and adjoining land envisioning this as the center of a regional urban agglomeration of around 10-12m population. The assumption is that land value enhancement, realized through land acquisition of the project area, should be enough to finance the infrastructure necessary to make it attractive enough for the private investment. Achieving this vision would require a sound legal & institutional framework, with some kind of special legislation to ensure effectiveness & efficiency of management.

OBJECTIVES OF THE CONSULTANCY

The overall objectives of the Consultancy are to seek Legal services for the Project.

SCOPE OF WORK

1) Legal Services:

The legal services which are indicative in nature, will include but not limited to;

- i) Review and update the information relating to the applicable legal, institutional and regulatory framework based on publicly available information and the information / documents provided by RUDA and / or NESPAK, for and as set out in:
 - A. The Strategic Development Plan report;
 - B. River Training Works and Channelization report; and
 - C. Public Infrastructure report, each as previously prepared in relation to the Project by other consultants and as provided to the Firm.
- ii) Undertaking the legal scope of work for the assignment from a Pakistani law perspective by conducting legal research on the existing applicable laws, rules and regulations.
- iv) Review submissions of Consultants / Sub-Consultants in evaluating and finalizing, in accordance with the legal scope of work, taking into consideration the requirements of Client;
- v) Review and revise drafts of relevant documents / reports for the legal scope of work and where required incorporate comments of consultants, Client and other advisors.
- vi) Legal opinions in writing;
- vii) Structure, draft, review, vet, negotiate, administer contracts/agreements, including but not limited to, FIDIC agreements, Pakistan Engineering Council Standard format etc., MoUs, JVs, EPCs, Framework Agreements and other official documents.

- viii) Structure, draft, develop, review, vet, policies, rules, regulations etc. pursuant to and in line with Ravi Urban Development Authority Act, 2020 as amended from time to time and laws of Pakistan, especially pertaining to procurement, public private partnership and joint venture;
- ix) Structure, draft, develop, prepare, review, negotiate and finalize all relevant documents for public procurement/public private partnership/ joint venture as per laws of Pakistan;
- x) All manuals developed by the law firm during the course of this consultancy for the client shall be used to provide necessary or requisite training to the client's staff for future.
- xi) Research, anticipate and guard Client against legal risks;
- xii) Review and assess appropriate institutional, legal and regulatory framework for development of the Project through different options including but not limited to the public private partnership mode. Review all such models and support the Client in preparation of concession/ development agreements/.
- xiii) Represent the Client in legal proceedings (administrative boards, courts, trials etc.);
- xiv) Negotiations; and
- xv) Arbitration/dispute resolution/mediation.
- xvi) To represent and defend the client before all the courts and tribunals of competent jurisdiction including but not limited to (Supreme Court, High court and session court) as required by the client.

TIMELINES

Legal Advisory Services are expected to be completed in twenty-four months. Any increase in the timelines can be done by the mutual consent of both the parties.

MODE OF PAYMENT

Currency for payments

The Client shall make all payments to the Consultant in Pak Rupees.

FINANCING CHARGES

No Financing Charges shall be admissible due to delayed payment.

PART II



SECTION 7- STANDARD FORM OF CONTRACT

SCHEDULE-I

LEGAL ADVISORY SERVICE

The legal services will include but are not limited to;

- i) Review and update the information relating to the applicable legal, institutional and regulatory framework based on publicly available information and the information / documents provided by RUDA and / or the third parties including but not limited to NESPAK, FWO and/or Urban Unit for and as set out in:
 - A. The Strategic Development Plan report;
 - B. River Training Works and Channelization report; and
 - C. Public Infrastructure report, each as previously prepared in relation to the Project by other consultants and as provided to the Firm.
- ii) Undertaking the legal scope of work for the assignment from a Pakistani law perspective by conducting legal research on the existing applicable laws, rules and regulations;
- iv) Review submissions of Consultants / Sub-Consultants in evaluating and finalizing, in accordance with the Legal Scope of Work, taking into consideration the requirements of Client;
- v) Review and revise drafts of relevant documents / reports for the legal scope of work and where required incorporate comments of consultants, Client and other advisors.
- vi) Legal opinions in writing;
- vii) Structure, draft, review, vet, negotiate, administer contracts/agreements (including FIDIC agreements, Pakistan Engineering Council Standard format etc.), MoUs, JVs, EPCs, Framework Agreements and other official documents for the successful closure of the transaction.
- viii) Structure, draft, develop, review, vet, policies, rules, regulations etc. pursuant to and in line with Ravi Urban Development Authority Act, 2020 as amended from time to time and laws of Pakistan, especially pertaining to procurement, public private partnership and joint venture;
- ix) Structure, draft, develop, prepare, review, negotiate and finalize all relevant documents for public procurement/public private partnership/ joint venture as per laws of Pakistan;
- x) Research, anticipate and guard Client against legal risks;
- xi) Review and assess appropriate institutional, legal and regulatory framework for development of the Project through different options, including, but not limited to the public private partnership mode. Review all such models and support the Client in preparation of concession/ development agreements/.
- xii) Represent the Client in legal proceedings (administrative boards, courts, trials etc.);

- xiii) Negotiations; and
- xiv) Arbitration/dispute resolution/mediation.
- xv) To represent and defend the client before all the courts and tribunals of competent jurisdiction including but not limited to (Supreme Court, High court and session court) as required by the client.



Annex 'A'

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 2.5 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Consultant/ Consulting Firm] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[name of Consultant/ Consulting Firm] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Consultant/ Consulting Firm] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultant/ Consulting Firm] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Client:

Signature:

[Seal]

Name of Consultant/ Consulting Firm...

Signature:

[Seal]