



PRE-QUALIFICATION DOCUMENT

HIRING OF LAW FIRM TO PROVIDE LEGAL ADVISORY ON TRANSACTION MATTERS OF RAVI URBAN DEVELOPMENT AUTHORITY ON RETAINERSHIP BASIS



RAVI URBAN DEVELOPMENT AUTHORITY
151-ABU BAKAR BLOCK, GARDEN TOWN LAHORE



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PART-1

APPLICATION PROCEDURE

SECTION.I

INSTRUCTIONS TO APPLICANTS



DISCLAIMER

1. The information contained in this Shortlisting document or Prequalification document on behalf of the Ravi Urban Development Authority (“**RUDA**” or the “**Procuring Agency**”) or any of their employees, officers, consultants or advisors, shall be subject to the terms and conditions set out in this prequalification document and any other terms and conditions subject to which such information is provided.
2. The Procuring Agency, its representatives, their employees, officers and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the prequalification document.
3. The Procuring Agency may, in their absolute discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this document or cancel the present Expression of Interest (EOI) and call for fresh Invitations under RUDA Procurement Regulations 2020. Such changes would be intimated to all Applicants through its website.
4. The Procuring Agency reserves the right to reject the EOIs submitted in response to this prequalification document at any stage under RUDA Procurement Regulations. RUDA also reserves the right to hold, withdraw or cancel the process at any stage up to the final shortlisting under RUDA Procurement Regulations 2020. They may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.
5. The issuance of this prequalification document does not imply that RUDA is bound to select and shortlist applications for Bid Stage or to appoint the selected Applicant, as the case may be, for the project and the reserves the right to reject the Applications with assigning reasons whatsoever under RUDA Procurement Regulations 2020.
6. The Applicant shall bear all costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the or any other costs incurred in connection with or relating to its Application.
7. All such costs and expenses will remain with the Applicant and RUDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the process.
8. Neither RUDA nor their employees or representative will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays.
9. Mere submission of Application / EOI does not vest any right in the Applicant for being selected.



A. GENERAL

1. Scope of Application

- 1.1 In connection with the Invitation for Prequalification, Ravi Urban Development Authority issues this Prequalification Document on National Competitive Bidding (NCB) basis to applicants interested in bidding for the legal advisory service to manage transactional advisory on retainership basis.
- 1.2 Executive Director (Legal) shall be the representative from RUDA.

2. Source of Funding

- 2.1 Cost of the Legal Advisory Service shall be financed through RUDA's own resources.

3. Corrupt Practices

- 3.1 Standard Anticorruption Policy of the Government of the Punjab including that of RUDA requires bidders under contract to observe highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy.
 - i. For the purposes of this provision, the terms set forth below are defined as under:
 1. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 2. "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 3. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 4. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - ii. The Procuring Agency will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practice/s in competing for the Contract; and
 - iii. The Procuring Agency will declare party or its successor ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Punjab if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing contract.



4. Eligible Applicant/s

- 4.1 An Applicant shall be a legal entity:
- 4.2 An Applicant shall have the nationality of Pakistan.
- 4.3 The Applicant should submit a Power of Attorney as per the format enclosed at Annexure-A, authorizing the signatory of the EOI for submission.
- 4.4 RUDA considers 'conflict of interest' to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. RUDA will take appropriate actions to manage such conflicts of interests, which may include rejecting a proposal for award if it determines that a 'conflict of interest' has flawed the integrity of any procurement process. At the time of bidding, bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to participated as a consultant in the preparation of the design or technical specifications of the works, that are the subject of this prequalification.
- 4.5 Applicants shall provide such evidence of their continued eligibility satisfactory to RUDA, as RUDA shall reasonably request.
- 4.6 An Applicant shall submit only one application in the same prequalification process, individually as an Applicant. An Applicant who submits or participates in more than one application will cause all the applications in which the Applicant has participated to be disqualified.
- 4.7 Any firm which has been barred or blacklisted either by any department/ /donors/Ministries of the Government of Pakistan / Punjab or Government departments/agencies of their respective country, shall not be eligible to submit an EOI Application, either individually or as member of a Consortium. Applicant is to submit an affidavit to this effect.

5. Eligible Services

- 5.1 The services to be supplied under the Contract shall have Pakistan as their country-of-origin.

B. Contents of Prequalification Document (PQD)

6. Sections of the Prequalification Documents

- 6.1 The Prequalification Documents consist of Parts 1 and 2, which include all the sections indicated below.

PART 1: Prequalification Procedure

- Section I. Instructions to Applicants (ITA)
- Section II. Qualification Criteria (QLC)
- Section III. Application Forms (APF)

PART 2 Requirements

■ Section IV. Scope of Services (SOS)

- 6.2 The "Invitation for Prequalification" issued by RUDA is not part of the Prequalification Documents
- 6.3 RUDA accepts no responsibility for the completeness of the Prequalification Documents and its addenda unless they were obtained directly from the RUDA.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish all information or documentation required by the Prequalification Documents.

7. Clarification of Prequalification Documents

- 7.1 A prospective Applicant requiring any clarification about Prequalification Documents shall contact RUDA in writing at the Authority's address as shown hereunder. RUDA will respond in writing to any request for clarification provided that such request is received no later than seven (07) calendar days prior to the deadline for submission of Applications. RUDA shall forward copies of its response to all Applicants who have acquired the Prequalification Documents directly from the RUDA including a description of the inquiry but without identifying its source. Should RUDA deem it necessary to amend the Prequalification Documents as a result of a request for clarification, it shall do so following the prescribed procedure under RUDA Procurement Regulations 2020.

For **clarification purposes** only RUDA's address is:

Attention: **Executive Director (Legal), RUDA, Lahore**

Address: 151-Abu Bakar Block New Garden Town, Lahore

Telephone: +92-42-99333537

Email: legal@ruda.gov.pk

- 7.2 Furthermore, a meeting to address and clarify any queries of the prospective bidders may be arranged by RUDA, if required

8. Amendment/s in Prequalification Documents

- 8.1 At any time prior to the deadline for submission of Applications, RUDA may amend the Prequalification Documents by issuing addenda.
- 8.2 Any addendum issued as such shall be part of the Prequalification Documents and shall be communicated in writing to all who have obtained the Prequalification Documents directly from RUDA.



- 8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, RUDA may, at its discretion, extend the deadline for the submission of applications.

C. Preparation of Applications

9. Cost of Application/s

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its application, and RUDA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

10. Language of Application

- 10.1 The application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and RUDA, shall be written in the English language. Supporting documents and printed literature that are part of the application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the application, the translation shall govern.

11. Documents Comprising the Application

- 11.1 The Application shall comprise the following:
- (a) Application Submission Sheet with complete authorization; and
 - (b) Documentary evidence establishing the Applicant's eligibility to prequalify.

12. Application Submission Sheet

- 12.1 The Applicant shall prepare an Application Submission Sheet using the forms furnished in Section III, Application Forms. This form must be completed without any alteration to its format.

13. Documents Establishing the Eligibility of the Applicant

- 13.1 To establish its eligibility, the Applicant shall complete the eligibility declarations in the Application Submission Sheet and Forms ELI 1.1 and 1.2 included in Section III, Application Forms.

14. Documents Establishing the Qualifications of the Applicant

- 14.1 To establish its qualifications to perform the contract in accordance with Section II, Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section III, Application Forms.

15. Validity of Expression of Interest

- 15.1 EOIs shall remain valid for a period not less than 120 days from the EOI application Due Date. The Client reserves the right to reject any EOI Application, which does not meet this requirement.



16. Signing of the Application and Number of Copies

- 16.1 The Applicant shall prepare one original document comprising the application and will clearly mark it as "ORIGINAL". The original document/ application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign the same on behalf of the Applicant.
- 16.2 The Applicant shall submit three (3) copies of the signed original application, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.3 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized, indicating that the person(s) signing the Application has (have) the authority to sign the Application for Prequalification.

D. Submission of Applications

17. Sealing and Marking of Applications

- 17.1 The Applicant shall enclose the original and the copies of the application in a sealed envelope, which shall
- (a) Bear the name and address of the Applicant;
 - (b) Be addressed to RUDA; and
 - (c) Bear the specific identification of this prequalification process indicated above.
- 17.2 If the envelope is not sealed and marked as required, RUDA will assume no responsibility for the misplacement of the application.

18. Deadline for Submission of Applications

- 18.1 Applications shall be submitted by the Applicant through courier, express mail or by hand to Executive Director Legal, RUDA, 151 – Abu Bakar block, Garden Town Lahore. However, applicant must ensure that the applications must reach no later than the following deadline:
- 09 May 2022; No later than 1500 hours, Pakistan Standard Time.
- Electronically submitted application shall not be entertained and shall be treated as rejected.
- 18.2 RUDA may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in which case all rights and obligations of RUDA and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

19. Late Applications

- 19.1 RUDA reserves the right to reject late Applications.



20. Opening of Applications

- 20.1 RUDA shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

E. Evaluation of Applications

21. Confidentiality

- 21.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
- 21.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification, if any Applicant wishes to contact RUDA on any matter related to the prequalification process, they may do so in writing.

22. Clarification of Applications

- 22.1 To assist in the evaluation of Applications, RUDA may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated period of time. Any request for clarification and all clarifications shall be in writing.
- 22.2 If an Applicant does not provide clarifications of the information requested by the date and time set in RUDA's request for clarification, their Application may be rejected.

23. Responsiveness of Applications

- 23.1 RUDA may reject any Application, which does not adhere to the requirements of the Prequalification Documents.
- 23.2 RUDA reserves the right to waive minor deviations, if these don't materially affect the capability of an Applicant to perform the contract. Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

F. Prequalification of Applicants

24. Evaluation of Applications

- 24.1 RUDA shall use the criteria and methods defined in Section II, Qualification Criteria to evaluate the qualifications of the Applicants.
- 24.2 The general experience and financial resources of subcontractors shall not be added to those of the Applicant for the purposes of prequalification of the Applicant.



25. RUDA's Right to Accept or Reject Applications

- 25.1 RUDA reserves the right to accept or reject any applications, and to annul the prequalification process at any time, without thereby incurring any liability; in accordance with RUDA Procurement Regulations

26. Prequalification of Applicants

- 26.1 All Applicants, whose applications adhere to the requirements of the Prequalification Documents and who meet or exceed the specified criteria (Passed) shall be prequalified by RUDA.

27. Notification of Prequalification

- 27.1 Once RUDA has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those applicants who have been prequalified.
- 27.2 On Request, RUDA shall communicate to the Applicant the reasons for not being qualified during pre-qualification process. However RUDA is not liable to justify those grounds.

28. Invitation to Bid/ Request for Proposal (RFP)

- 28.1 Promptly after notification of the prequalification results, RUDA shall invite bids/RFPs from all the Applicants that have prequalified.
- 28.2 Bidders may be required to provide bid security in the form of pay order/ demand draft or other security acceptable to RUDA for an amount specified in the bidding document.
- 28.3 A qualified firm or a member of a qualified joint venture may participate in only one bid for the contract of the Project. If a firm submits more than one bid for the contract of a Project, singly or in joint venture, all bids including that firm's will be rejected.

29. Changes in Qualifications of Applicants

- 29.1 Any change in the qualification status of an Applicant after being prequalified shall be subject to the written approval of RUDA. Any such change shall be submitted to RUDA not later than fourteen (14) days after the date of the Invitation to Bid. Such approval shall be denied if as a consequence of any change;
- 29.2 the prequalified Applicant, after the change, no longer substantially meets the qualification criteria set forth in Section II, Qualification Criteria; or
- 29.3 a new partner has been enlisted by a prequalified firm who did not prequalify during the process

SECTION II

Qualification Criteria

Summary Of Qualification Criteria

The pre-qualification criteria will have two components. The first component (A) represents mandatory requirements, while the second component B represents 100 Marks, with a requirement of obtaining a minimum of 70 Marks. In order to be pre-qualified, the applicants must pass both components as per their stated requirement. RUDA reserves the right to modify its Scope of Services at Request for Proposal Stage.

A. MANDATORY PRE-REQUISITE CRITERIA

1. *Nationality*
2. *No Conflict of Interest*
3. *Registration with the professional body (Membership with Supreme Court / High Court)*
4. *Not blacklisted by any Government Agency/Authority*
5. *Existence as a legal Entity (Legal incorporation or establishment and registration)*
6. *In Active Tax Payer List of FBR*

B. FINANCIAL CREDENCE, EXPERIENCE, LEGAL STAFF AND PROPOSED KEY EXPERTS

1. Financial Performance/ Qualifications

In order to pre-qualify the Annual Turnover¹ should **not be less than 3 million PKR.**

2. Legal Resource

Number of Legal resources working as an associate- **Minimum number of legal resources should not be less than Seven (7) and qualification of each legal staff should not be less than LLB.**

3. Legal Experience (General and Specific)

¹Turnover calculated as total certified payments received for contracts in progress or completed, within the last year.



Law Firms interested in prequalification for enlistment should have collective experience of providing legal services including but not limited to, commercial/corporate, environment, revenue, acquisitions, intellectual property, transaction advisory, contract management, procurement, opinion work, drafting of all kinds of commercial and/or engineering agreements/contracts, regulatory and legislative related work and local and/or international arbitration/dispute resolution/ mediation.

4. Availability of Key Staff

Law Firm has key staff (senior partner, senior associate, named partner) available to carry out the assignment with RUDA.

5. Current Contract Commitments

The law firm must have unrestrained ability to execute the retainership contract, in light of its present contractual commitments.

B. FINANCIAL CREDENCE, EXPERIENCE, LEGAL STAFF AND PROPOSED KEY EXPERTS

1- Criteria, Sub-Criteria and scoring System for evaluation of Expression of Interest for Financial Credence, Experience is as follows

FINANCIAL CREDENCE, EXPERIENCE, LEGAL STAFF AND PROPOSED KEY EXPERTS			Total Marks	Marks Obtained
No	Technical Requirement	Evaluation Criteria	100	
1	Law Firm Financial Performance and Qualification			
	Average annual revenue in PKR for the last financial Year (Audited financial statements are needed)	Less Than 3 Million = '0' Marks Equal to or greater than 3 Million = '15' Marks	15	
2	Legal Staff Qualification			
(i)	A team of Lawyers: Copy of employment letters/ joining certificate. Also copies of Supreme Court and High Court licenses	For less than 07 lawyers = '0' Marks For 7 lawyers and above = '15' Marks	15	
(ii)	Qualification LLB/LLM/Bar at Law or any higher legal qualification	Managing Partner: Must have two qualifications/degrees (LLB and higher legal qualification). Senior Partner: (LLB and higher legal qualification) Partner: Minimum qualification is LLB Senior Associate: Minimum qualification is LLB	10	

		Associates: Each have minimum qualification of LLB Note: Any qualification less than above will be marked as zero		
3	Firm's General Experience			
(i)	Firm's Experience related to commercial/ corporate advisory, acquisitions, intellectual property, transaction advisory, contract management, procurement, opinion work, drafting of all kinds of commercial and/or engineering. agreements/contracts, regulatory and legislative compliance and local and/or international arbitration/dispute resolution/ mediation.	For Less than 10-years' exp.= '0' Marks For 10 years' experience. = '10' Marks For 11 years' experience = '11' Marks For 12 years' experience = '12' Marks For 13 years' experience = '13' Marks For 14 years exp = '14' Marks For 15 years and above exp. = '15' Marks (Documentary evidence or affidavit is required)	15	
4	Firm's Specific Experience			
(i).	Experience in years in providing legal transactional services and presentation in courts	Managing Partner: At least 12 years of providing legal transaction advisory services. Senior Partner: At least 10 years of providing legal transaction advisory services. Partner: At least 7 years of providing legal transaction advisory services Senior Associate: At least 4 years of providing legal transaction advisory services Associate: At least 1 years of providing legal transaction advisory services Any experience less than above will be marked as zero	15	
(ii)	Past performance related to Transaction Advisory and presentation in courts/tribunals for government departments	Managing Partner: At least 4 cases Senior Partner: At least 3 cases Partner: At least 3 cases Note: Zero marks will be awarded below the requirement mentioned above.	10	
(iii)	Advising/ representing public sector bodies/ entities in Pakistan (particularly in	Less than 2 public sector companies = '0' Marks 2 public sector companies = '4' Marks 3 public sector companies = '6' Marks		

	Punjab) in similar type of organizations. (Documentary evidence or affidavit is required)	4 public sector companies = '8' Marks 5 or greater than 5 public sector bodies = '10' Marks	10	
(iv)	Advising/ representing private sector bodies/entities in Pakistan (particularly in 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 = '4' Marks 3 private sector companies = '6' Marks 4 private sector companies = '8' Marks 5 or greater than 5 private sector companies = '10' Marks	10	
	Total Marks Obtained after Pre-Qualification		100	

Note:

- 1- Documentary evidence is a must for evaluating law firm as per criteria and sub-criteria mentioned above
- 2- Firms scoring 70 or above out of these 100 marks shall Qualify

3- DOCUMENTARY REQUIREMENT OF PRE-QUALIFICATION CRITERIA

Bidder/law firm is requested to provide information required in this table. Law Firm may submit bids as a Joint Venture but in such case one bidder shall be appointed as a lead bidder who shall be solely responsible for all legal services required by Ravi Urban Development Project. Bids with incomplete information and not meeting the required Knock-out Criteria would be considered unresponsive.

Sr #	Eligibility Criteria	Yes	No	Submission Requirement
	MANDATORY OR PRE-REQUISITE CRITERIA			
1.	Law Firm is duly registered under the laws of Islamic Republic of Pakistan. Law Firm has offices in Pakistan (Particularly in Lahore, Punjab) and attached declaration of office addresses.			Certificate of Registration required FORM ELI- 1.1
2.	Law Firm has no Conflict of Interest as per clause 4.4 of Prequalification Document.			An affidavit is required
3.	Law Firm has not been blacklisted by any government department/ authority/ agency /company.			FORM ELI- 1.2
4. 5.	Law Firm is registered with Federal Board of Revenue (FBR) and must be on FBR's Active Taxpayers list.			Certificate
B	FINANCIAL CREDENCE, EXPERIENCE, LEGAL STAFF AND PROPOSED KEY EXPERTS			
6.	Law Firm has annual turnover not less than 3 million.			Form FIN 3.1

7.	Law Firm has required, relevant, qualified personnel to fulfill the requirement of assignment. At least 7 lawyers must be working full time with the Firm.			FORM PER- 1
8.	Law Firm has at least 10 years' experience as corporate legal consultant preferably dealing with government/ semi-government, Private sector and autonomous bodies.			FORM EXP 4.1
9.	Law Firm has experience of working with public sector and private sector bodies.			FORM EXP 4.2
10.	Law Firm has key staff critical to carrying out retainership with RUDA			FORM PER- 2

Note:

1. Verifiable evidence for all the above criteria is required.
2. Any misinformation, false or forged statement/ document will lead to disqualification from being shortlisted / prequalified and liable to any other action as per applicable law.

SECTION III. APPLICATION FORMS

Application Submission Sheet

Date:

Hiring of Law Firm to Provide Legal Services for transaction matters to RUDA.

To: Mr. The Executive Director (Legal), RUDA, Punjab, Address: Ravi Urban Development Authority, 151-Abu Bakar Block New Garden Town, Lahore, Pakistan Telephone: +42-99333537; email: legal@ruda.gov.pk

We, the undersigned, apply to be prequalified for the referenced transaction advisory consultancy and declare the following:

- (a) We have examined the Prequalification Documents and have no reservations to them, including Scope of Services.
- (b) We understand that at the time of bidding, we shall not have any conflict of interest in accordance with RUDA Procurement Regulations.
- (c) We have not been declared ineligible/blacklisted by the Government/Semi-Government Agency/Department including RUDA in accordance with RUDA procurement Regulations.



- (d) We comply with the requirements in accordance with RUDA procurement regulations.
- (e) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any application that you may receive or to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants.
- (f) We agree to permit RUDA or its representative to inspect our accounts and records and other documents relating to the application for prequalification and to have them audited by auditors appointed by RUDA.
- (g) All of the Forms accompanying the Application have duly been signed by the undersigned and stamped.

Name

In the capacity of

Signed

..... (Seal)

Duly authorized to sign the Application for and on behalf of (Name of Applicant)

FORM ELI-1.1

Applicant Information Sheet

Date

Legal Advisory Service



Applicant Information	
Applicant's legal name (Private Limited, Partnership or AOP).	
Firm must be registered as a Law firm. <i>Registration with the professional body (Membership with Supreme Court / High Court).</i>	
Applicant's actual year of establishment. Existence as a legal Entity (Legal incorporation or establishment and registration:	
Applicant's legal address	
Applicant's authorized representative	Name: _____ Address: _____ Telephone numbers: _____ Cell numbers: _____ E-mail address: _____
Attached are copies of the following original documents 1. In case of single entity, articles of incorporation or constitution of the legal entity named above. 2. Authorization to represent the Applicant.	

FORM ELI-1.2
Ineligibility/Blacklisting

The Applicant shall attach an original affidavit duly authenticated by public notary on a judicial stamp paper that the Law Firm has not been declared ineligible/blacklisted by any Governmental/Semi-Governmental agency/department/private company till date due to the reasons including but not limited to corrupt practices as depicted in RUDA Procurement Regulations, 2020 or for influencing the



Governmental/Semi-Governmental agency/department in evaluation of the Bids or contract award decisions etc.

FORM FIN-3.1
Financial Situation

Applicant's Legal Name:

Date



Page _____ of _____ Page

Year	Annual Turn Over	Income after Taxation	Net Worth
2020-2021			

FORM PER- 1
Information of Legal Staff

1. Applicant Legal Name: _____

Law Firm should provide details of legal staff working in their firm as full-time employees:

In case of additional staff, the form may be extended.



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



FORM EXP- 4.1

Legal firm General Legal Experience

Sr #	Name of Case	Location Country/Province / Division	Client	Project Description	Implementation		Total Cost of Project	Cost of Consultancy Provided by the Law Firm (PKR)	Actual Services Provided by the Firm
					Start	Complete			

Provided list of total number of projects/ cases performed so far.



FORM EXP- 4.2
Specific Experience

Key Experts	Number of Projects undertaken	Description of Projects
Managing Partner		
Senior Partner		
Partner		



FORM PER- 2
INDICATIVE FORMAT OF CURRICULUM VITAE (CV)

1. Name of Personnel: _____

2. Current Position in the Firm: _____

3. Date of Birth: _____

4. 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. Detail of Work Undertaken

Name of assignment or project: _____

Cost of Project: _____

Location: _____

Date of Start: _____

Date of Completion: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Actual time spent on the project: _____ in months.

12. 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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of the proposed staff]

[Date (dd/mm/yy)]

[Counter Signature of authorized signatory]

[Date (dd/mm/yy)]



PART-2

SECTION-IV

SCOPE OF SERVICES

1. BACKGROUND

The Government of Punjab 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.

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.

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.

2. 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 Hudaira 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:

3. OBJECTIVES OF THE CONSULTANCY

The overall objectives of the Consultancy are to seek Legal Advisory on transaction matters for the Project.

I- SCOPE OF WORK

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

- i) Reviewing and updating 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) Conducting legal research on the existing applicable laws, rules and regulations;
- iii) Reviewing submissions of Consultants / Sub-Consultants in evaluating and finalizing, in accordance with the legal scope of work, taking into consideration the requirements of Client.
- iv) Reviewing and revising drafts of relevant documents / reports for the legal scope of work and where required, incorporate comments of consultants, Client and other advisors.
- v) Writing legal opinions.
- vi) Structuring, drafting, reviewing, vetting, negotiating, administering contracts/agreements, including but not limited to, FIDIC agreements, Pakistan Engineering Council Standard format etc., MOU's, JVs, EPCs, Framework Agreements and other official documents.



- vii) Structuring, drafting, developing, reviewing, vetting policies, rules, regulations etc. pursuant to and in line with the RUDA Act, 2020 as amended from time to time and laws of Pakistan, especially pertaining to procurement, public private partnership and joint venture.
- viii) Structuring, drafting, developing, preparing, reviewing, negotiating and finalizing all relevant documents for public procurement/public private partnership/ joint ventures as per laws of Pakistan.
- ix) 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.
- x) Researching, anticipating, and guarding Client against legal risks.
- xi) Reviewing and assessing appropriate institutional, legal and regulatory framework for development of the Project through different options including but not limited to the public private partnership mode. Reviewing all such models and supporting the Client in preparation of concession/ development agreements.
- xii) Representing the Client in legal proceedings (administrative boards, courts, trials etc.);
- xiii) Taking part in negotiations; and
- xiv) Taking part in arbitration/dispute resolution/mediation.
- xv) Representing and defending the client before all the courts and tribunals of the relevant jurisdiction including but not limited to (Supreme Court, High court and session court) as required by the client.



ANNEXURE-A:

As referenced in 4.3

FORMAT FOR POWER OF ATTORNEY

(On a Notary / Stamp Paper of Appropriate Value)

To perform all legal acts falling within the scope of authority of a general attorney-in-fact, including the right to appoint substitutes.

This power of attorney includes in particular the following rights:

- 1) To act, appear defend and plead in the above-mentioned cause in this Court or any other Court in which the same be tried or heard in the first instance or in appeal or review or revision or execution or in any other stage of its progress until its final decision.
- 2) To present pleadings, cross-objections or petitions for execution, reviews, revisions, withdrawals, compromise or other petitions or affidavits or other documents as shall be deemed necessary or advisable for the prosecution of the said cause in all its stages.
- 3) To withdraw or compromise the said cause or submit to arbitration any difference or dispute that shall arise touching or in any manner relating to the said cause.
- 4) To receive money and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and the course of the prosecution of the said cause.
- 5) To execute judgments and settlements, to receive and deliver securities, payments or any other matter in dispute.

AND I/We hereby agree to ratify whatever the Advocate or his substitutes shall do in the premises.

AND I/We hereby agree not to hold the Advocate or his substitutes responsible for the result of the said cause in consequence of their absence from the Court when the said cause is called up for hearing.

AND I/We hereby agree that in the event of the whole or any part of the fee agreed by me/us to be paid to the Advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said cause until the same is paid.

The attorney-in-fact is authorized to destroy the files without previous inquiry at the end of one year following the termination of this matter.

IN WITNESS WHEREOF I/We hereunto set my/our hand/hands to these presents the contents of



which have been explained to and understood by me/us this the day of September 2021.

Accepted by the Advocate subject _____

to payment of fee. (Signature or thumb impression)

FOR: Res. NO.2/RUDA Important Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable laws and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.