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# REQUEST FOR PROPOSAL (RFP) (UNDER PUNJAB PROCUREMENT RULES, 2014)

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**For Appointment of Legal Advisers for Lahore Knowledge  
Park Company**



**LAHORE KNOWLEDGE PARK COMPANY (LKPC)  
Higher Education Department, Government of the Punjab  
15-Abu Bakar Block, New Garden Town, Lahore**

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## Letter of Invitation

Letter No: \_\_\_\_\_

Date: \_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_

### **SUBJECT: LETTER OF INVITATION**

1. Lahore Knowledge Park Company (hereinafter referred as “LKPC”) is a not for profit, large-scale public sector organization, duly registered with the SECP under **Section 42** of the Companies Ordinance 1984, through the Higher Education Department, Government of the Punjab, Pakistan. The objectives of LKPC are planning and development of Knowledge & Growth Parks in the province of Punjab, Pakistan.

2. LKPC invites proposals from Legal Consultancy Firms to provide “**Legal Consultancy Services**” to LKPC. More information about the eligibility criteria & services are provided in the Terms of Reference annexed with the RFP documents. Interested bidders should provide information indicating that they are qualified to perform the services on the prescribed forms given in the RFP documents.

3. The RFP includes the following documents:

- Letter of Invitation;
- Instructions to Legal Consultancy Firms;
- Terms of Reference;
- Evaluation Criteria;
- Type of Contract;
- Mode of Payment.

4. Bidders for conducting legal consultancy services of LKPC shall be selected on Qualification and Experience basis as provided under Punjab Procurement Rules 2014 (PPR 2014) and shall be engaged under rule 38 (2) (a) of Punjab Procurement Rules 2014.

5. Two sets of “**Technical Proposal**” and “**Financial Proposal**” on the prescribed forms given in the RFP, separately sealed, signed & stamped, must be delivered to the address given below by no later than **June 18, 2018 before 11:00 AM**, which will be opened on the same day at 11:30 AM, in the presence of the representatives of the firms who may wish to attend.

#### **Manager Admin & Procurement**

#### **Lahore Knowledge Park Company**

15-Abu Bakar Block, New Garden Town, Lahore.

Phone: +92 (42) 99075000

sohail@lkpc.com.pk

## Instructions to Legal Advisers Firms

### General Provisions:

- a) Company Detail and Profile showing experience in similar field.
- b) Copy of certificate of incorporation / partnership deed.
- c) Copy of NTN certificate.
- d) Copy of PRA certificate (if any)

### Special Provisions:

- 1) Evidence of number of partners (names & addresses etc. of partners).
- 2) Profile of Staff Deployed including their qualification & experience
- 3) Evidence of membership with global Legal firm (Affiliation status letter, if any)
- 4) Names and addresses of offices in Pakistan.
- 5) Proposals should be addressed to the **Manager (Admin and Procurement), LKPC, 15-Abu Bakar Block, New Garden Town, Lahore.**
- 6) Offer shall not be considered if received after the time and date fixed for its receipt.

## INSTRUCTIONS TO BIDDERS

Bids will be selected in accordance with the Rule 38(1) of Punjab Procurement Rules (PPRA)-2014, as a Single Stage – One Envelope Bidding procedure. The bidding process will be as under:

1. The bids shall comprise a single package containing both technical and financial proposals.
2. The service provider will sign an undertaking with the LKPC in which the completion of work will be ensured as per **Annex-A**.
3. The single envelope should contain the complete Technical and Financial Bids and undertaking for technical proposal submission. **Annex-B**
4. The bidder must quote the price as per format **Annex-C**.
5. In the first stage, both “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be opened.
6. The Financial Proposals of only those technically responsive bidders who obtained minimum sixty-five percent marks shall be considered.
7. During evaluation no amendments in the proposal shall be permitted.
8. Both the proposals will be evaluated in accordance with the evaluation criteria prescribed in bidding document.
9. Technically responsive and lowest evaluated bidder shall be award the contract.

## Terms of Reference

### **1. Company Background:**

The Lahore Knowledge Park Company (LKPC) was established in 2014 as a not for profit, large-scale public sector organization, registered under Section 42 of the Companies Ordinance 1984, owned by the Government of the Punjab (GoPb). LKPC is tasked with undertaking the planning and development of Knowledge & Growth Parks in the province of Punjab, Pakistan. Its flagship project is the Lahore Knowledge Park (LKP) – the nation’s first Techno polis, to make the Punjab in particular and, Pakistan in general, into South Asia’s future nodal point for the Global Knowledge Economy.

### **2. Legal Advisers:**

LKPC intends to engage a well reputed law firm (“**Legal Advisers**”) experienced in corporate and commercial matters to provide consultancy services as per scope of services.

### **3. Scope of Services:**

#### **A. Lot No.1 (On Monthly Retainership Basis)**

The scope of services in relation to provision of Legal Consultancy Services by the Legal Advisers may include the following on monthly retainership:

- I. Providing legal opinion/endorsement/recommendation on day to day business affairs of the Company under Companies Act, 2017 and under other enabling law of the country;
- II. Review and legal endorsement and legal vetting of all contracts and agreements of Company.
- III. Interact on behalf of the Client with relevant Federal and Provincial government authorities as and when required with regard to corporate/ contractual/ commercial/ legal matters of the Company;
- IV. To provide legal opinion as and when required on all the legal matters of Company pertaining to laws of Pakistan including but not limited to Labour Laws, Corporate and Commercial Laws, Procurement Laws, Taxation Laws, Punjab Local Government Act, 2013 and other relevant laws;
- V. Replies to the legal notices received by the Client
- VI. Any other task assigned by the Client relating to legal matters.

**B. Lot No.2 (On lumpsum/assignment Basis)**

The case preparation and appearance in the followings on lumpsum on case to case basis:

1. Session Court
2. High Court
3. Supreme Court

**4. Covering Letters:**

Covering letter (if any) must be addressed to the Manager, Admin. & Procurement, LKPC, 15-Abu Bakar Block, New Garden Town, Lahore.

**5. Queries:**

For any queries or additional information, please contact the Manager Admin. & Procurement, LKPC on (042) 99075000 or Email; [sohail@lkpc.com.pk](mailto:sohail@lkpc.com.pk)

## Evaluation Criteria

LKPC will use “**Single stage one-envelop bidding procedure**” for selection of Legal Advisers under Punjab Procurement Rules, 2014. Criteria for Technical and Financial Evaluation are mentioned in this document. Scores will be allocated based on evidence available in the proposals only. The Legal Advisory Services will be awarded to the technically responsive and lowest evaluated firm:

### Technical and Financial Evaluation

#### Technical Evaluation:

Technical Bid Evaluation Criteria for Legal Advisory Services

Kindly attach copy of duly signed and stamped certificates and supporting documents.

Sr. No.	Description	Raw Technical Scoring (RTS)	Maximum RTS	Required Documents
<b>1</b>	<b>Number of years the firm has been in practice</b>		<b>25</b>	Copy of Lahore High Court, Supreme Court Bar Licenses along with profile and registration Certificates (if any)
	16 Years or More	25		
	More than 11 years and less than 15 years	20		
	More than 5 years and less than 10 years	15		
<b>2</b>	<b>Client Depth</b>		<b>20</b>	Attached list of clients with copies of Appointment letter from Clients or equivalent.
	Minimum 10 Clients list (Corporate)	15		
	Government Department (s)/ Company (s)	5		
<b>3</b>	<b>Legal Depth of the Firm</b>		<b>40</b>	Copy of Lahore High Court, Supreme Court Bar Licenses.
	Firm having Two (02) Advocates of Supreme Court and 10 or more associates of at least advocates of High Court with experience of 10 years or more.	40		
	Firm having one (01) Advocate of Supreme Court and 10 or more associates of at least Advocates of High Court with experience of 08 years or more.	30		
	Firm having one (01) Advocates of Supreme Court and 5 or more associates of at least Advocates of High Court with experience of 05 years or more.	20		
<b>4</b>	<b>Support Staff</b>		<b>15</b>	Copy of employment certificate/ Joining Letter
	Permanent/Paralegal Staff (minimum 03 Persons)	15		



	<b>Total Marks</b>		<b>100</b>	
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**Note:**

- The financial proposals of only those technically responsive bidders who obtained minimum sixty-five percent (65%) marks shall be considered/accepted.
- Technically responsive and lowest evaluated bidder shall be awarded the contract.

**Type of Contract**

The Company (LKPC) will enter into a lump sum contract with the successful bidder. The duration of the Contract is for the period of one (01) year, starting from the date of commencement of the agreement and may be extend up to further two (02) years with the mutual consent both the parties.

**Payment Mode**

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

Annex-A

**CERTIFICATE**

1. Proposal duly signed must be furnished along with the following certificate: -
  - i. I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal for hiring the Legal Consultancy Services for LKPC. In addition to the conditions, we also agree to abide by all the instructions mentioned in RFP document. We also hereby categorically confirm that we are fully capable to provide services legal consultancy as laid down in the terms of reference. I/We also confirm that the firm is not blacklisted by any government organization.

Signature: \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_

Designation & ID Card No. \_\_\_\_\_

NTN \_\_\_\_\_ PRA Reg No. \_\_\_\_\_

Date: \_\_\_\_\_ Official Seal: \_\_\_\_\_

**I. WITNESS**

Signature: \_\_\_\_\_

Designation & ID Card No. \_\_\_\_\_

**II. WITNESS**

Signature: \_\_\_\_\_

Designation & ID Card No. \_\_\_\_\_

## Annex-B

### Technical Proposal Submission Form

To: The Manager, Admin. & Procurement,  
Lahore Knowledge Park Company,  
Lahore.

Dear Sir,

We, the undersigned, offer to provide the Legal Consultancy Services in accordance with your Request for Proposal dated \_\_\_\_\_, 2018, we are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed in one envelope.

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

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

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

The negotiations as per Rule 53 of PPR 2014 may be held during the period of validity of the Proposal (90 days). Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature: \_\_  
Name and Title of Signatory: \_\_\_\_  
Name of Firm: \_  
Address: \_\_\_\_\_

## Annex-C

**FINANCIAL BID PROFORMA****(A) For Lot No.1**

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

**Note:**

1. The Quoted price should be lumpsum and 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 Lot No.2**

<b>(C) SR.NO.</b>	<b>ITEMS / ASSIGNMENTS</b>	<b>Unit</b>	<b>Rate Per Assignment (Amount in PKR)</b>	
1.	Case preparation in appearance in Session Court	01	Lumpsum	
2.	Case preparation in appearance in High Court	01	Lumpsum	
3.	Case preparation in appearance in Supreme Court	01	Lumpsum	

	<b>Accumulated Quoted Bid Price (inclusive of all taxes)</b>		
	<b>Accumulated Quoted Bid Price in Words (inclusive of all taxes)</b>		

**Note:**

1. The Quoted Unit Price for each individual item / assignment should be lumpsum and final and must be inclusive of all kinds of applicable taxes.
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 (A-Lot 1 + B-Lot 2) shall be awarded the contract.

Signature of the Bidder with seal

Address: \_\_\_\_\_

\_\_\_\_\_

## **Draft Contract Agreement**

## Draft Contract Agreement

THIS CONTRACT is made at \_\_\_\_\_ on the day of \_\_\_\_\_ 2018, between the [Full name & address of the procuring agency] (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the “Supplier/Service Provider”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Procuring Agency invited bids for procurement of goods/services, in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier/Service provider for the supply of goods/services in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods/services) shall be Rs (amount in figures and words).

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:
  - a. the Price Schedule submitted by the Bidder,
  - b. the Schedule of Requirements (goods/services);
  - c. the Technical Specifications (if any);
  - d. the General Conditions of Contract;
  - e. the Special Conditions of Contract (if any);
  - f. the Procuring Agency’s Notification of Award;
  - g. the scope of work/services;
  - h. the Contract; and
  - i. the Bid & its clarifications.
  - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/service provider as hereinafter mentioned, the Supplier/service provider hereby

covenants with the Procuring Agency to provide the Goods and its related Services etc. and to remove/rectify defects therein in conformity in all respects with the provisions of this Contract.

4. The Procuring Agency hereby covenants to pay the Supplier/service provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [The Supplier/service provider] 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 the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt/collusive business practice.
6. Without limiting the generality of the foregoing, [the Seller/ 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [The Supplier/service provider] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The Supplier/service provider] accepts full responsibility and strict liability for not making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty and making full disclosure of all relevant information as required by procuring agency. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, [The Supplier/service provider] agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt Business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Supplier/service provider] 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 Government of the Punjab.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary/Additional Secretary Law or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Punjab Government and the courts of Punjab (Pakistan) shall have exclusive jurisdiction
12. Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the Parties, shall be referred to mediation in accordance with the Center for Effective Dispute Resolution (CEDR) Model Mediation Procedure and to be conducted by a mediator who is duly accredited by CEDR. Both Parties shall appoint a mediator who is mutually acceptable. If the Parties fail to agree upon a mediator within fourteen (14) days after one Party has notified the other in writing of the dispute, then, the courts at Punjab (Pakistan) may be requested by either Party to appoint a CEDR-accredited mediator. The venue for the mediation proceedings shall be in Punjab (Pakistan). The language of mediation and the appropriate documentation shall be English.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the  
Manufacturer/autho  
rized Supplier/  
authorized Agent  
Signed/ Sealed by  
Procuring Agency

1.	1.
2.	2.