

**QUAID-E-AZAM THERMAL QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED**

**BIDDING DOCUMENTS**

*for*

**HIRING OF SERVICES OF LEGAL ADVISER**

**QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED**

7-C-1, Gulberg III, Lahore, Pakistan.

*Telephone: +92 (42) 35750936-8; Fax: +92 (42) 35750939*

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## **ITB 1. Scope of Bid**

- 1.1 QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED (the “**Company**” or “**Procuring Agency**”) wishes to conduct a bidding process (the “**Bidding Process**”) amongst eligible bidders (the “**Bidders**”) and receive bids on Single-Stage-Two-Envelope basis as prescribed under the Punjab Procurement Rules, 2014 (the “**PPRA Rules**”), to select and appoint a reputed Law Firm to provide legal consultative services, detailed in **Schedule-1** to the Legal Services Agreement attached herewith, and to act as the Legal Adviser to the Company as laid down in the the Companies (Appointment of Legal Advisers) Act, 1974.
- 1.2 Bidders are hereby invited to submit a Technical Proposal and a Financial Proposal for providing services as Legal Adviser.
- 1.3 The appointment of lowest evaluated bidder as private counsel and/or the fee for litigation services would be subject to approval of competent authority in accordance with the applicable instructions.

## **ITB 2. Eligible Bidders**

- 2.1 This Bidding Process is open only to the Bidders who fulfil Technical Criteria as set out in ITB 9.2.
- 2.2 The Successful Bidder shall comply with and will acquire or have acquired all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of its obligations under the Legal Services Agreement.

## **ITB 3. Cost of Bidding**

- 3.1 The Bidders shall bear all costs associated with the preparation and submission of its Bid and the Company shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

## **ITB 4. Contents of Bidding Documents**

- 4.1 The Bidding Documents comprise the documents stated below, and should be read in conjunction with any addendum issued in accordance with ITB 6 (the “**Bidding Documents**”).
  - (1) Part I – Instructions to Bidders
    - a. Instructions to Bidders (**ITB**);
    - b. Bidding Forms; and
  - (2) Part II – Legal Services Agreement.
- 4.2 The Bidding Forms comprise the forms stated below, and should be read in conjunction with any addendum or corrigendum issued in accordance with ITB 6.
  - (1) For the Technical Proposal
    - a. T1 – Technical Proposal Submission Sheet;

- b. T2 – Letter of Technical Proposal;
- c. T3 – Form of Authority Letter; and,
- d. T4 – Form of Evaluation Criteria.

(2) For the Financial Proposal

- a. F1 – Letter of Financial Proposal.

- 4.3 Bidders are expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements of Bid submission as set out in these Bidding Documents, will be at the Bidders' own risk and costs. Pursuant to ITB 23, Bids which are not responsive to the requirements of the Bidding Documents shall be rejected.
- 4.4 The Company shall not be responsible for the completeness of the Bidding Documents and its addenda if they have not been obtained directly from the source stated by the Company.

### **ITB 5. Clarification of Bidding Documents**

- 5.1 A Bidder requiring any clarification(s) in respect of the Bidding Documents (the “**Clarification**”) may raise its enquiries, in writing, by email or by fax at least five (05) days before the Submission Deadline at the following address:

**General Managere (Admin & HR)**

Address: Quaid-e-Azam Thermal Power Company (Private) Ltd.

7-C-1, Gulberg III, Lahore, Pakistan.

Telephone: +92 (42) 35750936-8

Fax: +92 (42) 35750939

- 5.2 Date, Time and Location for the pre-bid meeting, if any, will be notified to the Bidders accordingly.
- 5.3 Company shall issue clarification(s) or amendment(s) to the Bidding Documents (if required) at least three (03) days before the Submission Deadline to all Bidders who obtained Bidding Documents from the Company.

### **ITB 6. Amendment of Bidding Documents**

- 6.1 At least three (03) days before the Submission Deadline, the Company may, for any reason, whether at its own initiative, or in response to a Clarification, modify the Bidding Documents by issuing an addendum.
- 6.2 Any addendum issued by the Company shall become a part of the Bidding Documents pursuant to ITB 4.1, and shall be communicated by email or fax or post to all Bidders who obtained Bidding Documents from the Company at their respective contact details provided by the Bidders when collecting the Bidding Documents. Such communication by the Company shall constitute deemed receipt of the addendums by the Bidders.
- 6.3 To provide reasonable time to Bidders for taking addendum into account, if any, for preparing their Bids, the Company may at its discretion extend the Submission Deadline in accordance with ITB 17.5.

## **ITB 7. Language of Bid**

- 7.1** The Bid, relevant documents and the correspondence by and between the Parties shall be in English language.

## **ITB 8. Documents Comprising the Bid**

- 8.1** The Bid shall comprise a Technical Proposal, containing the documents listed in ITB 9 hereof, and a Financial Proposal, containing the documents listed in ITB 10, each submitted simultaneously in separate sealed envelopes clearly marked “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively.
- 8.2** Bidders are expected to carefully examine the Bidding Documents when preparing their Bid, and use only the relevant Bidding Forms as set out in ITB 4.2. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the relevant information. Material deficiencies in providing the information requested may result in rejection of a Bid.

## **ITB 9. Technical Proposal**

- 9.1** The Technical Proposal shall fulfil the Technical Criteria as set out in ITB 9.2 and demonstrate the Bidder’s unconditional acceptance of the complete scope of services as provided in the Legal Services Agreement. Any omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be declared non-responsive.
- 9.2** In order to be declared as technically responsive, a Bidder must;
- (1) Not have been declared ineligible / blacklisted by any government / semi-government agency / department / organization;
  - (2) Be on the Active Taxpayer List and hold a valid NTN / Income Tax Registration Certificate; and
  - (3) Score at least 80 marks in terms of the Evaluation Criteria as set out in Bidding Form T4.
- 9.3** The **Technical Proposal** submitted by the Bidders shall include the following information:
- (1) Technical Proposal Submission Sheet including all documents, as set out in Bidding **Form T1**;
  - (2) Signed and filled out Letter of Technical Proposal undertaking that the Bidder hasn’t been declared ineligible / blacklisted, as set out in **Bidding Form T2**;
  - (3) Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding **Form T3**, in accordance with **ITB 15.2**;
  - (4) Valid NTN / Income Tax Registration Certificate;
  - (5) Proof of Active Taxpayer;
  - (6) Form of Evaluation Criteria as set out in Bidding **Form T4** along with documents required to be attached; and,

(7) Any other information or documentary evidence essential to fulfil the requirements of Technical Criteria as set out in **ITB 9.2**;

**9.4** The Technical Proposal shall not include any direct or indirect financial information related to Financial Proposal. Any Bid having such financial information may be declared non-responsive.

#### **ITB 10. Financial Proposal**

**10.1** In preparing the Financial Proposal, Bidders are expected to fully understand the requirements and conditions outlined in the Bidding Documents and the Legal Services Agreement.

**10.2** The Financial Proposal shall provide **all-inclusive fixed (one-figure) value** that includes taxes and other costs, applicable on the Bidder or incidental to any activity necessary for the performance and provision of Legal Services. Such all-inclusive fixed (one-figure) values shall also include all costs, profits, risks, uncertainties and unknowns so as to enable the Bidder to unconditionally discharge its obligations, whether direct or indirect, under the Legal Services Agreement.

**10.3** The Bidder may make any assumptions necessary to finalize the Financial Proposal as set out at **ITB 10.2**, however, the Company shall only be obligated to make payments as set out in the Legal Services Agreement, i.e. payment(s) may not be made conditional on any assumptions made by the Bidder, and/or indicated by the Company. Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

**10.4** The Financial Proposal submitted by the Bidder shall comprise the duly signed and filled out Letter of Financial Proposal, as set out in Bidding **Form F1**.

#### **ITB 11. Currencies of Bid and Payment**

**11.1** Bid shall be made and payments shall be made only in Pakistani Rupee (PKR).

#### **ITB 12. Company's Right to Verify Documents**

**12.1** The Company retains the right to verify the particulars regarding any information, statements and / or documents furnished with the Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process.

#### **ITB 13. Evaluation of Proposal**

##### **13.1 Technical Proposal:**

The Technical Proposals of the Bidders who secure atleast **80 marks** in terms of Technical Criteria as stipulated in **ITB 9.2** shall be declared Technically Responsive.

##### **13.2 Financial Proposal:**

The Financial Proposals of Technically Responsive Bidders having lowest Hourly Rate will be declared as the Successful Bidder for the purposes of issuance of Notice of Award in terms of **ITB 28**.

#### **ITB 14. Bid Validity**

- 14.1** Bids shall remain valid for a minimum of one hundred twenty (120) days from the Bid Submission Date, as may be requested to extend same by the Company in accordance with **ITB 14.2** (the “**Bid Validity Period**”).
- 14.2** In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Company may request the Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request following which such Bidder’s Bid will be disqualified. A Bidder granting the request shall not be required or permitted to modify its Bid.

#### **ITB 15. Format and Signing of Bid**

- 15.1** The Bidder shall prepare one (1) original set of the Technical Proposal and one (1) original set of the Financial Proposal comprising the Bid as described in **ITB 8**, and clearly mark each “ORIGINAL” in addition to the marking stipulated in **ITB 8**.
- 15.2** The Bid shall be typed or written in indelible ink and shall be signed & stamped by a person duly authorised to sign on behalf of the Bidder (the “**Authorised Representative**”). This authorization shall consist of a written Authority Letter, as set out in Bidding **Form T3**. This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.
- 15.3** Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the person authorized to sign/ submit Bid.

#### **ITB 16. Submission, Sealing and Marking of Bids**

- 16.1** Bidders shall submit their Bids by mail or by hand. Bids submitted through, fax or e-mail or any other electronic transmission shall not be considered.
- 16.2** The Bidder shall submit its Bid as under:
- (1) Original Technical Proposal and Financial Proposal shall be separately sealed and put in separate envelopes and marked as such. Any Bidder that combines Technical Proposal and Financial Proposal in one envelope shall be disqualified; and
  - (2) Separately sealed envelopes of the Technical Proposal and the Financial Proposal shall be put in an outer sealed envelope, and addressed as given in **ITB 16.3**.
- 16.3** The inner and outer envelopes shall:
- (1) bear the name and address of the Bidder;
  - (2) be addressed to the Company in accordance with **ITB 5.1**; and
  - (3) bear the specific identification of this bidding process indicating Company’s name, tender number and date of opening of the Technical Proposal.
- 16.4** The outer envelope of the Technical Proposal shall bear a warning not to open the envelope before the Submission Deadline.



- 16.5** The outer envelope of the Financial Proposal shall bear a warning not to open the envelope before the Technical Proposal.
- 16.6** If the envelopes are not sealed and marked as required, the Company shall not assume any responsibility for the misplacement or premature opening of the Bid. In case of such misplacement of Bids or premature opening of Bid which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Bid shall be rejected as non-responsive in accordance with **ITB 9.3**.

**ITB 17. Deadline for Submission of Bids**

- 17.1** Bids must be received by the Company at the address specified in **ITB 5.1** not later than **1100 hours** Pakistan Standard Time (PST) on \_\_\_\_\_ **2018** (the “**Submission Deadline**”).
- 17.2** Bids with charges payable shall not be accepted, nor shall any arrangements be made to collect the Bids from any delivery point other than the one specified in **ITB 5.1**. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims for refund of any expense shall be entertained.
- 17.3** Where delivery of the Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, the Bidder shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Bid.
- 17.4** Upon request, acknowledgement of receipt of the Bids shall be provided to those delivering Bids in person or by messenger.
- 17.5** The Company may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with **ITB 6**, in which case all rights and obligations of the Company and the Bidders previously subject to the earlier Submission Deadline shall thereafter be subject to extended Submission Deadline.

**ITB 18. Late Bids**

- 18.1** Any Bid received by the Company after the Submission Deadline prescribed in **ITB 17** shall be returned unopened to such Bidder.
- 18.2** Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which to deliver its Bid in a timely manner.

**ITB 19. Modification, Substitution and Withdrawal of Bids**

- 19.1** Any Bidder may modify, substitute, or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Company prior to the Bid Submission Deadline.
- 19.2** The notice for modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of “**MODIFICATION**” or “**SUBSTITUTION**” on all envelopes in case of

modification or substitution, or “WITHDRAWAL” on the envelope containing the notice, in case of withdrawal.

- 19.3** Withdrawal of a Bid during the interval between the Submission Deadline and the expiration of the Bid Validity Period may result in blacklisting of the Bidder for a specific period as per the final decision of the Bid Opening/ Evaluation/ Procurement Committee.
- 19.4** Bids requested to be withdrawn in accordance with **ITB 19.1** shall be returned unopened to the requesting Bidder(s).

**ITB 20. Bid Opening**

- 20.1** The Company shall conduct the opening of Technical Proposals (the “**Bid Opening**”) in the presence of Bidders designated representatives who choose to attend, and at the following address, date and time:

Address: QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED.

7-C-1, 1<sup>st</sup> Floor, Gulberg III, Lahore, Pakistan

Date: -----

Time: 1130 hours PST

- 20.2** The Financial Proposals shall remain unopened and will be held in custody of the Company until the time of their opening, as communicated by the Company to the Bidders in accordance with **ITB 20.9**.
- 20.3** First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the Bid Opening.
- 20.4** Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the substitute Technical Proposal and/or substitute Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which shall be returned to the Bidder unopened. Only the substituted Technical Proposal, if any, shall be opened, read out, and recorded. Substituted Financial Proposal, if any, will remain unopened in accordance with **ITB 20.2**. No Bid shall be substituted unless a valid authorization to request the substitution is submitted and is read out and recorded at Bid Opening.
- 20.5** Next, outer envelopes marked “MODIFICATION” shall be opened. The original Technical Proposal shall be opened, read out, and recorded, followed by the opening, reading out and recording of the modification to the Technical Proposal. Any modification to the Financial Proposal shall remain unopened in accordance with **ITB 20.2**. No Bid shall be modified unless a valid authorization to request the modification is submitted and is read out and recorded at the Bid Opening.
- 20.6** All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (1) the name of the Bidder;
  - (2) whether there is a modification or substitution; and

(3) any other details as the Company may consider appropriate.

- 20.7** Only Technical Proposals read out and recorded at Bid Opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with **ITB 18**.
- 20.8** At the end of the evaluation of the Technical Proposals, the Company shall invite Bidders who have submitted responsive Technical Proposals to attend the opening of the Financial Proposal. The date, time, and location of the opening of Financial Proposal shall be informed by the Company. Bidders shall be given at least a twenty-four (24) hours notice of the opening of Financial Proposal.
- 20.9** The Company shall notify, in writing at the time of or at any time prior to the opening of the Financial Proposal, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the Bidding Document. Such Bidders shall be required to collect their Financial Proposals unopened from the Company.
- 20.10** The Company shall conduct the opening of Financial Proposals of all Bidders who submitted Responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Company. The Bidders' representatives who are present shall be requested to sign a sheet/ register evidencing their attendance.
- 20.11** Financial Proposals of the Bidders shall be opened at a time and the following read out and be recorded:
- (1) the name of the Bidder;
  - (2) whether there is a modification or substitution;
  - (3) the Hourly Rate; and
  - (4) any other details as the Company may consider appropriate.
- 20.12** Only Financial Proposals, read out and recorded during the opening of Financial Proposals, shall be considered for evaluation accordingly.
- 20.13** Subject to non-compliance of these Bidding Documents, no Financial Proposal shall be rejected at the opening of Financial Proposals.
- 20.14** As provided by the PPRA Rules, the Company shall require arithmetical errors to be rectified. If there is a discrepancy between the words and figures, the amount in words shall prevail.

**ITB 21. Clarification of Bids**

- 21.1** To assist in the examination, evaluation and comparison of the Technical Proposal and / or Financial Proposal, the Company may, at its discretion, ask the Bidder for additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidder in its Bid. Any such request and the response shall be in writing and no change in the Hourly Rate or substance of the Bid shall be sought, offered or permitted.

## **ITB 22. Preliminary Examination**

**22.1** Prior to the detailed evaluation of Bids, pursuant to **ITB 23**, the Company shall examine each Bid to determine whether:

- (1) the Bid is complete and does not deviate from scope of Services as defined in Schedule-1 to the Legal Services Agreement;
- (2) any computational errors have been made;
- (3) required sureties, if any, have been furnished;
- (4) documents have been properly signed;
- (5) valid authorization(s) are present;
- (6) the Bid is valid till the required period; and
- (7) the Bids are generally in order.

**22.2** A Bid may not be considered acceptable if:

- (1) it is unsigned;
- (2) its validity is less than that specified in **ITB 14**;

**22.3** A Bid shall not be considered acceptable if:

- (1) it is submitted by a Bidder who has participated in more than one Bid;
- (2) it is received after the Submission Deadline;
- (3) it is submitted through fax, email, or any other form of electronic transmission;
- (4) the Bidder refuses to accept arithmetic correction(s);
- (5) It does not comply with the provisions of these Bidding Documents;
- (6) it materially deviates from the Legal Services Agreement; or
- (7) it does not clearly state in Bidding **Form F1** that income tax and other costs stated in **ITB 10.2** have been included in the Hourly Rate provided in Bidding **Form F1**.

## **ITB 23. Determination of Responsiveness of Bids**

**23.1** The Company shall determine the responsiveness of each Bid to the Bidding Documents. Bids that conform to all the terms and conditions of the Bidding Documents without material deviations or omissions shall be declared **Responsive Bid**. A deviation or omission shall be considered material if:

- (1) it affects in any substantial way the scope, quality, or performance of the Services as Legal Adviser;
- (2) it limits in any substantial way the Company's rights or the Legal Adviser's obligations under the Legal Services Agreement; or
- (3) its rectification or adoption would in a substantially unfair way affect the competitive position of other responsive Bids.

- 23.2** The Company's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.3** Any minor non-conformity or irregularity in a Bid that does not constitute a material deviation or omission may be waived by Company or required by the Company to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Bids.

**ITB 24. Successful Bidder**

- 24.1** The Technically Responsive Bidder achieving highest score in Financial Bid Evaluation (for a lowest Hourly Rate) shall be declared Successful Bidder.

**ITB 25. Evaluation Results and Confidentiality**

- 25.1** Subject to **ITB 25.2**, no Bidder shall contact the Company on any matter relating to its Bid from the time of Bid Submission. The evaluation result shall be announced on the same day as the issuance of the Notice of Award.
- 25.2** Any effort by a Bidder to influence the Company in the Bidding Process may result in the rejection of its Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Successful Bidder. However, mere act of lodging a complaint shall not warrant suspension of the Bidding Process.
- 25.3** These Instruction to Bidders, and any other information (whether written or verbal), documentation or correspondence disclosed by the Company, its Affiliates or any of their Advisers (or on behalf of any of the foregoing) and included in or relating to these Instructions to Bidders, the Bidding Process or anything otherwise in connection with the project, shall be treated as private and confidential by the Bidders. No Bidder shall disclose any such documents or information to any third party without the express written consent of Company. Each Bidder shall indemnify the Company, its Affiliates and their Advisers fully in respect of any losses, damages, costs or expenses of any kind incurred by such person arising from a Bidder's breach of the obligations referred to above.
- 25.4** These Instructions to Bidders shall not be forwarded to any other person, firm or Company without the prior written consent of the Company.
- 25.5** Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the Bidding Process, until the Successful Bidder has been notified that it has been awarded the Legal Services Agreement.

**ITB 26. Company's Right to Reject Bids**

- 26.1** No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Company.
- 26.2** As provided by the PPRA Rules, the Company reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notice of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of

such annulment, all Bids submitted, shall be promptly returned to the Bidders. The decision of the Company shall be final and binding and no correspondence shall be entered into with the rejected Bidders.

**26.3** The Company shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.

**26.4** Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Company, its Affiliates and their Advisers fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

**ITB 27. Award Criteria**

**27.1** Subject to **ITB 26**, the Company shall award the Legal Services Agreement to the Bidder whose Bid has been determined to be responsive to the Bidding Documents in terms of **ITB 23** and declared Successful Bidder in terms of **ITB 24.1**.

**ITB 28. Notice of Award**

**28.1** Prior to expiration of the Bid Validity Period, the Company shall notify the Successful Bidder in writing that its Bid has been accepted (the “**Notice of Award**”).

**28.2** The Successful Bidder shall acknowledge and return the Notice of Award with its acceptance (the “**Acceptance of Notice of Award**”) within three (3) days of the issuance of Notice of Award, failure of which may constitute sufficient grounds for the annulment of the award.

**ITB 29. Signing of Legal Services Agreement**

**29.1** The Legal Services Agreement shall be executed between the Company and the Successful Bidder within seven (07) days of the Notice of Award or within such extended timeline as determined by the Company in its sole discretion. In the event the Successful Bidder does not execute the said agreement with seven (07) days of Notice of Award or within such extended timeline as determined by the Company in its sole discretion, the Company may award the Legal Services Agreement to the Bidder ranking next to the Successful Bidder, in terms of **ITB 13**, whose Bid has been determined to be responsive to the Bidding Documents in terms of **ITB 23**. The procedure to award the Legal Services Agreement to the Successful Bidder shall apply *mutatis mutandis* to the award of Legal Services Agreement to the Bidder ranking next to the Successful Bidder.

**ITB 30. Instructions not Part of the Legal Services Agreement**

**30.1** Bids shall be prepared and submitted in accordance with the instructions contained in these Instructions to Bidders, which have been provided to guide Bidders in preparing their Bids, and as such do not constitute part of the Legal Services Agreement.

**ITB 31. Sufficiency of Bid**

**31.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the amount of Hourly Rate entered in Bidding **Form F1**.

### **ITB 32. One Bid per Bidder**

**32.1** A Bidder shall not have a conflict of interest with one or more parties in this Bidding Process. A Bidder may be considered to be in such a conflict of interest if a Bidder participates in more than one Bid in this Bidding Process, either individually or as a partner in a JV, or is an affiliate of the Company or any of its Advisers. Any Bidder found to have such a conflict of interest shall be disqualified.

### **ITB 33. Bidder to Inform Itself**

**33.1** The Bidder is advised to obtain for itself at its own cost and responsibility all information that may be necessary for preparing the Bid and entering into the Legal Services Agreement. This shall include but not to be limited to the following:

- (1) Inquiries on Pakistani federal, provincial and local taxes to the relevant tax regulatory authorities as per the applicable laws.
- (2) Any other information that may have a financial bearing on the Bid.

### **ITB 34. Corrupt and Fraudulent Practices**

**34.1** For the purpose of this Bidding Process:

- (1) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public or other official in a procurement process or in contract execution directly or indirectly through a third party; and
- (2) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Company or its Affiliates, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish prices or terms at artificial and non-competitive levels and to deprive Company or its Affiliates the benefits of free and open competition.

**34.2** Bidders supplying false or misleading information shall be disqualified from any further participation in the Bidding Process.

**34.3** The Company requires Bidders observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.

**34.4** The Company shall reject a Bidder selected as the Successful Bidder if it determines that such Bidder has engaged in corrupt or fraudulent practices in competing for the tender; and/or shall declare a person, firm or company ineligible, either indefinitely or for a stated period of time, to engage with the Company and its Affiliates, or to be awarded a contract of the Company and its Affiliates, if it at any time determines that the person, firm or company has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.

**34.5** Any Bidder, other than through the Authorised Representative, found to be canvassing or have canvassed any of the Company or its employee, contractor, consultant or anyone who has a direct working relationship with Company, regarding the tender may be excluded from further consideration.

**Bidding Form T1**

**TECHNICAL PROPOSAL SUBMISSION SHEET<sup>1</sup>**

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Date:  
RFP No.: [•]

To: **Mr.**

\_\_\_\_\_,  
PTPL.

**Subject: PROVISION OF LEGAL SERVICES AND TO ACT AS LEGAL ADVISER**

We, the undersigned, submit our Bid and declare the following:

<b>Bidder's legal name</b>	
<b>Bidders's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Name, License Number and date of dealing Partner (Nominated by the Firm for this assignment)</b>	
<b>Active Taxpayer Status</b>	
<b>NTN Number</b>	
<b>Attached are copies of the following original documents:</b> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above. <input type="checkbox"/> 2. Authorization (Authority Letter) to represent the firm named in above. <input type="checkbox"/> 3. Proof of being Active Taxpayer. <input type="checkbox"/> 4. Copy of NTN Registration Certificate. <input type="checkbox"/> 6. Undertaking of non-ineligibility / blacklisting in accordance with Form T2.	

<sup>1</sup> On the Bidder's Letter Head.



**Bidding Form T1**

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We have examined and have no reservations to the Bidding Document.

We have not been declared ineligible / blacklisted by any government / semi-government agency / department.

All of the Forms accompanying the Bid have duly been signed by the undersigned and stamped.

Name .....

Signed.....

(Seal).....

Duly authorized to sign the Bid for and on behalf of .....(Name of Bidder)

Date.....

**Bidding Form T2**

**QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED**

7-C-1, Gulberg-III  
Lahore, Pakistan.

[Date]

**TECHNICAL PROPOSAL<sup>1</sup>**

We, [*insert name of Bidder*], registered as partnership firm, having registration number [•], under the laws of Islamic Republic of Pakistan, (the “**Bidder**”) do hereby solemnly declare that we have not been declared ineligible / blacklisted by any government / semi-government agency / department and that we have read and understood the complete scope of the services, as mentioned in the **Schedule-1** to the Legal Services Agreement and unconditionally accept the performance of the same without any omissions, reservations, deviations or conditions as our Technical Proposal.

We understand that all capitalized but undefined terms shall have the meaning given to such terms under the Bidding Documents RFP No. [•]

Very truly yours,

[Name of authorized signatory]

[Signature of authorized signatory]

\_\_\_\_\_

**WITNESSES:**

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

S/O: \_\_\_\_\_

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

\_\_\_\_\_

Passport / NIC: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

S/O: \_\_\_\_\_

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

\_\_\_\_\_

Passport/ NIC: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> On the Bidder's Letter head and to be dated, signed by the Authorized Representative and duly witnessed.

## Bidding Form T3

### AUTHORITY LETTER<sup>1</sup>

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**BE IT KNOWN BY ALL THAT** by this Authority Letter [*insert name of Bidder*] (the “**Bidder**”) having registration number [•], under the laws of Islamic Republic of Pakistan, having its office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] (specimen signatures are appended below), on behalf of the Bidder, hereinafter referred to as the Authorized Representative(s), to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Legal Services Agreement (if awarded the Notice of Award) and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder does hereby ratify & confirm whatever the Authorized Representative shall do, with regard to this bidding process, by virtue of these presents.

**Specimen signature of Mr.** [*name of the nominee*]

[*Signature*]

\_\_\_\_\_

[*Name*]

[*Designation*]

[*Company*]

#### WITNESSES:

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

S/O: \_\_\_\_\_

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

Passport / NIC: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

S/O: \_\_\_\_\_

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

Passport/ NIC: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> To be dated; witnessed; signed by an authorized person; and in the language as required under the ITB on the Bidder’s Letter Head.

## Bidding Form T4

### EVALUATION CRITERIA

1	2	3	4
Factors	Max. Marks	Documents to be attached	Information to be filled in by the Bidder
<p><b>Law Firm Established (<i>no of years</i>):</b></p> <p>15 to 20 years: 10 Marks More than 20 years: 15 Marks</p>	<b>15</b>	<i>Firm's Profile</i>	
<p><b>Partners of the Firm:</b></p> <p>2 to 5 Partners: 2 Marks 5 to 10 Partners: 5 Marks More than 10: 10 Marks</p>	<b>10</b>	<i>Resumes</i>	
<p><b>Office Location (at Lahore)</b></p> <p>Sub-Office: 5 Marks Head Office: 10 Marks</p>	<b>10</b>		
<p><b>Number of Advocates (<i>other than partners</i>) on the payroll of the Firm:</b></p> <p><b>Associates:</b></p> <p>Less than 10: 2 Marks More than 10: 5 Marks</p>	<b>5</b>	<i>Resumes</i>	
<p><b>Experience of corporate &amp; commercial matters:</b></p> <p>5 to 15 years: 5 Marks More than 15 years: 10 Marks</p>	<b>10</b>		
<p><b>Domain experience (Power sector Legal Advisership experience of Firm):</b></p> <p><b>a. Public Sector power companies:</b></p> <p>2 to 5: 2 Marks More than 5: 5 Marks</p> <p><b>b. Private sector power companies</b></p> <p>2 to 5: 2 Marks More than 5: 5 Marks</p>	5+5= <b>10</b>	<i>Year-wise list of Clients in Power Sector to which Legal Advisership Services (atleast 01-Year Contract with client) provided by the Firm</i>	

## Bidding Form T4

<p><b>Experience in Regulatory Affairs of Power Sector:</b></p> <p>05 to 10 Years: 5 Marks          10 to 20 Years: 10 Marks          More than 20 Years: 15 Marks</p>	<p><b>15</b></p>		
<p><b>General litigation experience of Firm:</b></p> <p>10 to 20 years: 5 Marks          More than 20 years: 10 Marks</p>	<p><b>10</b></p>		
<p><b>Power Sector Litigation / Dispute Resolution Experience of Firm:</b></p> <p>05 to 10 Years: 5 Marks          10 to 20 Years: 10 Marks          More than 20 Years: 15 Marks</p>	<p><b>15</b></p>	<p><i>Year-wise List of important matters conducted with a brief description of issue and result /current status</i></p>	

We hereby solemnly declare and affirm that the information provided by us in coloumn-4 above is true and correct which may be verified by the Company.

[Name of authorized signatory]

[Signature of authorized signatory]

[Stamp / Seal]

## Bidding Form F1

**QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED**  
7-C-1, Gulberg-III  
Lahore, Pakistan.

[Date]

### **FINANCIAL PROPOSAL<sup>1</sup>**

We, [*insert name of Bidder*], registered as partnership firm, having registration number [•], under the laws of Islamic Republic of Pakistan, (the “**Bidder**”) do hereby solemnly declare that we have read and understood the complete scope of the Services and any obligations (direct or indirect) as detailed in **Schedule-1** to the Legal Services Agreement, and unconditionally offer to perform, without any omission, reservation, deviations or conditions and subject to conditions / instructions, issued by the government from time to time, applicable on the Company:

- (a) the Retainership Services, as detailed in Clause-A of Schedule-1, for an **Hourly Rate** of PKR \_\_\_\_\_ (in words), i.e. PKR \_\_\_\_\_ (in figures);
- (b) the Additional Services, as detailed in Clause-B of Schedule-1, for the fee to be mutually agreed on case to case basis within the following limits, which shall be in accordance with the caps instructed by the government from time to time or be in accordance with the instructions / policies applicable on the Company from time to time:

Sr.	Name of Forum	Hours @ Hourly Rate	
1.	Regulatory Forums e.g. NEPRA, OGRA, SECP, SBP, etc.	Up to maximum of 25	
	Legal & Corporate Consultancy (Opinion, Vetting of Drafts, Drafting of Legal and Official Documents, etc.)	Up to maximum of 25	
	Contractual & Commercial Consultancy (Drafting, Vetting & Negotiation of Agreements, etc.)	Up to maximum of 30	
2	High Court	Company Law Matters	Up to maximum of 50
		Other Matters	Up to maximum of 40
5.	Special Litigation (High Court & Supreme Court)	Up to maximum of 75	

We solemnly declare and acknowledge that the above Hourly Rate is inclusive of income tax and other costs as set forth in **ITB 10**.

Very truly yours,

[Name of authorized signatory]

[Signature of authorized signatory]

### **WITNESSES:**

1. Signature: \_\_\_\_\_ 2. Signature: \_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> To be submitted on Bidder's Letter Head and to be dated, signed by the Authorized Representative and duly witnessed.

**Bidding Form F1**

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
S/O: \_\_\_\_\_ S/O: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Passport/CNIC: \_\_\_\_\_ Passport/ CNIC: \_\_\_\_\_