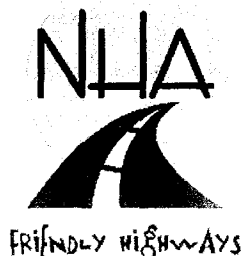


# National Highway Authority

ISO 9001:2015 Certified



## REQUEST FOR PROPOSAL

*FOR*

### **HIRING OF LEGAL COUNSEL (INDIVIDUAL CONSULTANT) ON RETAINERSHIP BASIS FOR PPP PROJECTS**

Tender No. 6(602)

*(Page 1 to 29)*

**MAY, 2023**

**GOVERNMENT OF PAKISTAN,  
NATIONAL HIGHWAY AUTHORITY  
28-Mauve Area, G-9/1,  
Post Box No. 1205,  
ISLAMABAD**

**Dated the \_\_\_\_\_  
Ref No. \_\_\_\_\_**

**LETTER OF INVITATION (LOI)**

To,

All interested applicants

Gentlemen!

We extend warm welcome to you and invite you for participating in this competition / Assignment. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out "just and transparent". Please understand that the contents of this Request for Proposal (RFP), where applicable, shall be deemed part of the contract Agreement, as and when required to be made. You are also advised to kindly read the RFP thoroughly specially to understand the requirements of terms of reference and the facilities to be offered by the Client and to accordingly propose remuneration rates and direct non-salary costs. In the end, we appreciate your participation and hope that you will feed a precise and complete proposal to merit consideration by NHA.

**General Manager (P&CA)**

National Highway Authority  
Ministry of Communications  
Government of Pakistan  
28-MauveArea,G-9/1

P.O. Box No. 1205, Islamabad

Phone: 051-9032727,Fax:051-9260419

Email: [gmpca.nha@gmail.com](mailto:gmpca.nha@gmail.com)

Website: [www.nha.gov.pk](http://www.nha.gov.pk)



# INSTRUCTIONS TO APPLICANTS (ITA)

## 1. INTRODUCTION

- 1.1 You are hereby invited to submit a proposal for consulting services as required for the Assignment named in the attached **Data Sheet**. Your proposal could form the basis for contract negotiations and a contract Agreement between you and the Client named in the **Data Sheet**.
- 1.2 A brief description of the Assignment and its objectives are given in the **TOR**. Details are provided in the RFP and will become part of contract Agreement.
- 1.3 The Assignment shall be implemented in accordance with the requirements of the Client defined in the TOR.
- 1.4 The funds for the consultancy services are arranged by the Client.
- 1.5 To obtain first-hand information on the Assignment and to seek any clarification in this regard, you are encouraged to attend pre-proposal conference; date, time and venue for which is specified in the **Data Sheet**.
- 1.6 Personnel, Equipment, Facilities and other Services to be provided by the Client are indicated in the **Data Sheet**.
- 1.7 Please note that:
  - i. The costs of preparing and submitting the proposal including the visit to attend pre-proposal conference as well as to appear for interview and for negotiating the contract are not reimbursable; and
  - ii. The Client is not bound to accept any of the proposals submitted.
- 1.8 Minimum requirements for suitability of a Candidate are specified in the Data Sheet. Proposals of the Candidates which do not fulfill the minimum requirements **will be rejected and not evaluated**.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
  - a. Any recent or ongoing participation with reference to PPP advice to private parties under any contract may result in rejection of your proposal.



## 2. RFP DOCUMENTS

- 2.1 To prepare a proposal, please use the Documents included in this RFP.
- 2.2 Candidates requiring a clarification of the Documents must attend pre-proposal conference as specified in the Data Sheet.
- 2.3 At any time before submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification required by a Candidate during the pre-proposal conference, modify the Documents by amendment. The amendment shall be uploaded on NHA website ([www.nha.gov.pk](http://www.nha.gov.pk)); excepting any extension of time in submission

of proposals which shall be published in all those media wherein the original advertisement was published.

### 3. PREPARATION OF PROPOSAL

Desiring Candidates will submit a Technical and a Financial Proposal. The proposals shall be written in English language.

#### 3.1 Technical Proposal

- 3.1.1 The Technical Proposal should be prepared using the format specified in the RFP Documents.
- 3.1.2 The Technical Proposal prepared on the specified format shall be complete as listed in the Data Sheet.
- 3.1.3 In preparing the Technical Proposal, you are expected to examine all terms and instructions included in the RFP Documents. **Failure to provide all requested information and your documents shall be at your own risk and may result adversely in scoring of your proposal.**
- 3.1.4 During preparation of the technical proposal, you must give particular attention to your suitability requirements listed in the Data Sheet (**revisit Clause 1.8 above**).
- 3.1.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing any financial information will be treated as non responsive resulting in to rejection of the proposal.

#### 3.2 Financial Proposal

- 3.2.1 The Financial Proposal should be submitted using the format specified and enclosed with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost is to be mentioned in the Form FIN-4 and accordingly in Form FIN-1 too.
- 3.2.2 The Financial Proposal should list the costs associated with the Assignment. These normally cover remuneration for consultant, his staff and provision of direct non-salary cost items. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN-1 to FIN-4
- 3.2.3 The remuneration cost stated in Form FIN-2 account for the professional liability in accordance with procurement of consultancy services regulations 2010 as notified by the Public Procurement Regulatory Authority (PPRA).
- 3.2.4 Costs may be expressed in currency(s) listed in the Data Sheet.

### 4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original Technical Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All Technical Proposals shall be placed in an envelope clearly marked "Technical Proposal" and the Financial Proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer



envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the Candidate. All pages of the Technical and Financial Proposals shall be initialed by the Candidate.
- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Candidate. Any such corrections shall be initialed by the Candidate.
- 4.4 The Technical and Financial Proposals complete in all respects shall be delivered on or before the time, on the date, at the location specified in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

## **5. PROPOSAL EVALUATION**

- 5.1.1 A Quality Cost Based Selection (QCBS) procedure shall be adopted in ranking of the proposals. The evaluation of the technical proposals shall be carried out including the interviews of the Candidates. The Candidates' technical score ( $S_t$ ) shall be the combined scores achieved in technical proposal evaluation and interview. Candidates shall then be ranked using a combined technical/financial score.
- 5.1.2 The evaluation committee will correct any computational errors in Financial Proposals. When correcting computational errors, in case of discrepancy (i) between a partial (sub-total) amount and the total amount, or (ii) between the amount derived by multiplying unit price with quantity and the total price or (iii) between words and figures, the formers will prevail. However, items described in the Technical Proposals but not priced, in the Financial Proposals shall be assumed to be included in the prices of other activities or items and no corrections are made to the Financial Proposal. In case an activity or item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal for further correction by applying the unit price included in the Financial Proposal to the consistent/ corrected quantity. However, the proposals that quote higher than the required input of person-months as per this RFP will not be adjusted. Whereas the proposals quoting lesser than the required input of person-months as per this RFP shall be adjusted as follows. If unit price for the subject person-month is available, the same shall be applied; and if the unit price for the subject person-months is not available, highest unit price for an activity or item of the same category (Key Personnel or other Personnel) as provided in the Financial Proposals shall be applied. The Reimbursable direct cost shall not be adjusted and the same shall be capped for the Assignment.

## **5.2 Technical Proposal**

- 5.2.1 The evaluation committee appointed by the Client shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system (marks) specified in the **Data Sheet**. Each responsive/ suitable technical proposal shall be given a score. The



Candidate scoring less than seventy (70) percent marks shall be treated as disqualified.

- 5.2.2 The Client shall notify the Candidates scoring minimum seventy (70) percent marks in the technical proposal evaluation, in writing, by registered letter, cable telex or facsimile and invite them for interview.

The date, time, and address of the place of interview shall be communicated after evaluation and approval of technical proposals.

- 5.2.3 Each Candidate on the basis of a responsive/ suitable technical proposal and successful interview shall be attributed a technical score ( $S_t$ ). The Candidates scoring less than seventy (70) percent technical score/ marks shall be disqualified and their financial proposals returned un-opened.

### 5.3 Financial Proposal

- 5.3.1 The Financial Proposals of the technically qualifying Candidates on the basis of evaluation of technical proposals and interview shall be opened in the presence of Candidates, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending Candidates.
- 5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The Candidate with lowest Financial Proposal ( $F_m$ ) among all shall be given a financial score ( $S_f$ ) of 100 points. The financial scores of the remaining Candidates shall be computed as follows:

$$S_f = (100 \times F_m) / F$$

(F = amount of specific Financial Proposal)

- 5.3.3 Candidates, in the quality cum cost based selection shall finally be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T = the weight given to the Technical Proposal, P = the weight given to the Financial Proposal; and T+P=1) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P \%$$

- 5.4 The combined technical and financial scores mentioned in Para 5.3.3 will provide a Ranking List, and become the basis of contract negotiation.

### 6. NEGOTIATION

- 6.1 The Client shall notify the highest ranked Candidate in writing, by registered letter, cable telex or facsimile and invite him to negotiate the contract.
- 6.2 Negotiations shall commence with a discussion of your proposal and conclude on an agreement regarding conditions of contract. The aim is to reach agreement on all points and initial a draft contract Agreement by the conclusion of negotiations.



- 6.3 If negotiations fail, the Client shall invite the second ranked Candidate to negotiate the contract. The procedure will continue with the third in case the negotiation process is not successful with the second ranked Candidate.

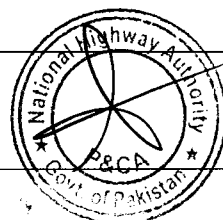
## 7 AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Candidate and approval by the competent authority. Upon successful completion of negotiations / initialing of the draft contract Agreement, the Client shall promptly inform the other Candidates through notification of award on websites of the Client and PPRA in compliance of Rule 35 of the Public Procurement Rules, 2004.
- 7.2 The selected Candidate (**Consultant**) is expected to commence the Assignment on the date and at the location specified in the Data Sheet and / or as per conditions of the contract Agreement signed between the Client and the Consultant.

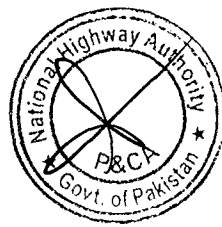


## DATA SHEET

ITA Clause No.	DESCRIPTION OF THE CLAUSE
1.1	<p>The name of the Assignment is:</p> <p><b>Hiring of Legal Counsel (Individual Consultant) on Retainer ship Basis for PPP Projects.</b></p> <p>The Client's name is: <b>National Highway Authority</b></p>
1.2	<b>As per TOR</b>
1.5	<p>Date, Time and Venue for Pre-Proposal Conference:</p> <p><b>Date: 6<sup>th</sup> June, 2023</b>  <b>Time: 1100 hours</b>  <b>Venue: NHA Auditorium (HQ)</b>  National Highway Authority  28, Mauve Area, G-9/1, Islamabad.</p>
1.6	<p>The Client shall provide the following inputs:</p> <p><b>As per TOR.</b></p>
1.8	<p><b>Minimum Requirements:</b></p> <p>An Applicant shall be considered non-responsive and financial proposal of such Applicant will not be opened; if the Applicant is found not meeting the minimum criteria given in the TORs. <b>Please refer to TORs for meeting minimum criteria.</b></p>
3.1.2	<p>Documents to be completed on specified format are given below:</p> <ol style="list-style-type: none"> <li>Profile/CV of the Individual Legal Counsel listing all clients and assignment duly filled on format given in TECH-2 for which the Applicant has worked on Infrastructure / Construction projects</li> <li>A list of road infrastructure projects in the Public Private Partnership mode on which the Applicant is engaged as his/her current commitment. The information shall be dully filled on format given in TECH-3.</li> <li>Technical Proposal shall comprise of dully completed and signed Forms of Tech-1, 2 &amp; 3. The Financial Proposal shall comprise of dully completed and signed FIN-1, 2, 3 &amp; 4.</li> <li>Attested copies from any gazette officer of CNIC, Degree(s) of education and others, Experience Certificates and other Certificates/ Credentials/ Evidence/ Reference/ Contact Person etc.</li> </ol> <p><b>Note: Non-Submission of above information/ documents may result in rejection of proposal.</b></p>
3.2.3	<p>Professional liability and insurances:</p> <ol style="list-style-type: none"> <li>The Consultant shall be liable for consequence of errors or omission on its part. The</li> </ol>





	Consultant extent of liability of the consultant shall be equivalent to their remuneration excluding the out-of-pocket expense. The consultant shall provide Professional Indemnity Bond of the required amount (total remuneration of the consultant for this contract). This bond shall be in the name of consultant.
3.2.4	Consultant shall quote the rates of remuneration and direct non-salary cost items in <b>Pak. Rupees</b> only.
4.1	<p>The number of copies of the Proposal required is:</p> <p>Technical Proposal: <b>One Original and Three copies with CD/ USB (soft form of complete Technical Proposal in PDF Form) in sealed envelope.</b></p> <p>Financial Proposal: <b>One Original with CD/ USB (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.</b></p> <p>The address for writing on the proposal:</p> <p><b>General Manager (P&amp;CA)</b>  National Highway Authority  28-MauveArea, G-9/1, Islamabad  Phone: 051-9032727,  Fax: 051-9260419</p>
4.4	<p>The Date, Time and Location for submission of proposal:</p> <p>Date: <b>21<sup>st</sup> June, 2023</b>  Time: <b>1130 hours</b>  Location of Submission: <b>Office of General Manager (P&amp;CA)</b>  National Highway Authority, HQ  27-Mauve Area, G-9/1, Islamabad.</p>
4.5	<p>Validity period of the proposal is <b>270 days</b> from the date of submission.</p> <p>Location for Negotiation is:</p> <p><b>NHA Auditorium</b>  National Highway Authority, HQ  27-Mauve Area, G-9/1, Islamabad.</p> 
5.2.1	<p><b><u>Technical Evaluation</u></b></p> <p>An Applicant shall be considered <b>non-responsive</b> and financial proposal of such Applicant will not be opened; if the Applicant is found to be below/deficient of the minimum criteria given below.</p> <ul style="list-style-type: none"> <li>i. Scores less than 50% in technical evaluation; or</li> <li>ii. If the Applicant (individual) does not hold any postgraduate qualification in law (e.g. LLM or Bar-at-Law); or</li> <li>iii. If the Applicant (individual) has less than 10 years of experience in practicing law and providing advice in relation to corporate and commercial transactions; or</li> <li>iv. If the Applicant fails to provide the following documents:</li> </ul>

- a) Completed Proposal Submission Forms;
- b) The whole proposal is signed either by the individual consultant or the authorized representative, in which case the authority letter must be submitted;
- c) Copies of certificate(s) of enrollment/membership with at least one bar council of Pakistan.
- d) An Affidavit duly signed and stamped by the Applicant or authorized representative of the Applicant, confirming that;
  - The Applicant has never been blacklisted by any Bar, Government/ Semi Government department / authority / agency / company (Attachment-B); and
  - All the information provided by the Applicant or any member of the Applicant is true and correct in all aspects;

Sr.No	Assessment Criteria	Maximum Points
1	Experience in corporate advisory. (i) 1 point for every year of relevant experience in corporate advisory will be awarded to a candidate, with a maximum of 10 points for 10 years of cumulative relevant corporate advisory experience. (ii) 25 Points will be awarded in total for more than 15 years of relevant experience in corporate advisory.	25
2	Transactional experience of advising in engineering infrastructure projects/contracts with a transaction value of PKR 10 Billion or more. (i) 10 Points will be awarded for 1 such project/contract, (ii) 20 Points for 2 such projects/contracts, (iii) 25 points for 3 or more such projects/contracts	25
3	Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode on behalf of Public Sector Enterprises of a transaction value over PKR 10 Billion. (i) 10 Points will be awarded for 1 such concession, (ii) 20 Points for 2 such concessions, (iii) 25 points for 3 or more such concessions	25
4	Interview with the evaluation committee	25
<b>Total:</b>		<b>100</b>

#### 5.3.1 Financial Evaluation

The fee for providing legal consultancy services shall be quoted inclusive of all applicable taxes except General Sales Tax (GST) in Pakistan in Form A-4.

The formula for determining the Financial Score is the following:

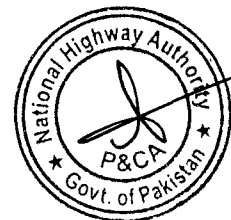
$$Sf = 100 \times F_m / F$$

Where, Sf is the Financial Score; F<sub>m</sub> is the Lowest Financial proposal and F the Financial proposal of the Proposal under consideration.

The Financial Proposal used in above formula, is the total competitive cost against the desired services quoted by the Consultant in the table under Form A-4, Excluding GST taxes and provisional sum.



	<p><b><u>Combined Score</u></b></p> <p>The Consultant getting maximum marks on 80-20 weightage (80% for technical and 20% for financial) will be selected as Individual Legal Counsel for the Client. The weights given to the Technical (T) and Financial Proposals (F) are: <math>T = 0.80</math> and <math>F = 0.20</math></p> <p><b><u>The date, time and address of the Financial Proposal opening are:</u></b></p> <p><b>The information will be communicated after evaluation, approval of Technical Proposals and interviews.</b></p>
5.3.3	<p>The weights given to the Technical and Financial Proposals are:</p> <p><b>Technical: 80%</b> <b>Financial: 20%</b></p>
6.1	Contract negotiation may be held if found deemed necessary by the client.
7.2	<p>Expected Date and location to commence the Assignment:</p> <p><b>Date: August 2023 (tentative)</b></p> <p><b>Location: PPP Section</b> National Highway Authority 1<sup>st</sup> Floor, 28-Mauve Area, G-9/1, Islamabad.</p>



# TECHNICAL PROPOSAL FORMS



## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir:

I, the undersigned, offer to provide the consulting services as Legal Counsel (Individual Consultant) in accordance with your Request for Proposals dated [Insert Date]. I am hereby submitting my Proposal sealed in envelope.

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification and I may be sanctioned by the Client.
- (b) I have no conflict of interest in accordance with ITA Clause 1.9.
- (c) I meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (d) I have not prepared the TOR for this Consultancy Services.
- (e) My Proposal shall be valid up to expiration of the validity period i.e. the date indicated in Clause 4.5 of the Data Sheet (*or the date extended with the written consent of consultant in case of delay in procurement process*).
- (f) My Proposal is binding upon me and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the contract Agreement is signed, to commence and complete the Consultancy Services in accordance with the conditions of contract.

I understand that the Client is not bound to accept any or all Proposal(s) that the Client receives.

I remain,

Yours sincerely,

Signature {In full and initials}: \_\_\_\_\_

Name of the Candidate: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_



# FORMAT OF CURRICULUM VITAE (CV) FOR THE CANDIDATE

1. Name of Candidate: \_\_\_\_\_
2. Date of Birth: \_\_\_\_\_
3. Nationality: \_\_\_\_\_
4. CNIC Number (**Attach a copy**): \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Cell Number: \_\_\_\_\_
7. Name of current employer, if any: \_\_\_\_\_
8. Procedure for Availability as Legal Counsel (Individual Consultant), if selected: \_\_\_\_\_
9. Membership in Professional Societies: \_\_\_\_\_  
(optional)
10. Detailed Tasks to be Assigned (TOR): \_\_\_\_\_

## 11. Key Qualifications:

[Give an outline of your experience and training most pertinent to the Tasks. Describe degree of responsibility held by you on relevant previous assignments and give dates and locations. Use up to one page].

## 12. Academic Qualifications: (Education)

[Summarize college / university and other specialized education, giving names of institutions, dates attended and degrees / certificates obtained].

## 13. General and Specific Experience: (Employment Record)

[Starting with present position, list in reverse order every employment held. List all positions held by you since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. Also mention the types of activities performed and **email of Contact Persons in the employing organizations**, where appropriate to indicate General Experience and Specific Experience; specify number of months in any assignment / task performed for precise evaluation, failing which the evaluators shall not be held responsible for any lower scoring].



14. Languages

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

15. Certification

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and experience etc.
- (ii) I am not a current employee of the Executing or the Implementing Agency.
- (iv) I was not part of the team who wrote the terms of reference for this Consultancy Services.
- (v) I am not currently debarred by any department / organization / (semi-autonomous / autonomous) bodies or such like institutions in Pakistan.
- (vi) I undertake, if my Proposal is accepted and the contract Agreement is signed, to commence and complete the Consultancy Services in accordance with the conditions of contract.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
Signature of the Candidate

Date: \_\_\_\_\_  
Day / Month / Year

**Note: copy or scanned signatures are not allowed**



**CURRENT COMMITMENTS OF THE CANDIDATE**  
(List MUST be comprehensive including assignments from clients other than NHA)

Name of assignment	Single or JV	Tasks assigned	Start date of the assignment	Expected date of completion





# FINANCIAL PROPOSAL FORMS



## FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for Legal Counsel (Individual Consultant) in accordance with your Request for Proposal dated [Insert Date] and my Technical Proposal.

My attached Financial Proposal is for the amount of {Insert amount in figures and words}, **including all types of Federal, Provincial taxes and local taxes (direct and indirect taxes) applicable as per law of the land.** {Please note that all amounts shall be the same as in Financial Proposal Form FIN-4}.

My Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet (*or the date extended with the written consent of consultant in case of delay in procurement process*).

I confirm that I have no condition to state that may have financial implications over and above the amount quoted above.

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

I remain,

Yours sincerely,

Signature {In full and initials}: \_\_\_\_\_

Name of the Candidate: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_



## ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Name	Staff-Months	Monthly Billing Rate (PKR)	Total Amount
<b>A. Key Personnel</b>					
1.	Legal Counsel (Individual Consultant)		1 x 24		
<b>Sub-Total (A):</b>					

Note:

1. Above remuneration includes, in addition to basic salary, House hiring, all type of leaves, Utilities allowance, Communication charges (including mobile and landline telephone at residence) and medical allowances.
2. Above remuneration accounts for the professional liability requirement of insurances specified in the Data Sheet in accordance with Public Procurement Rules-2004 and Procurement of Consultancy Services Regulations, 2010 as notified by the Public Procurement Regulatory Authority.
3. Above remuneration rate is inclusive of all applicable Federal, Provincial and Local taxes excluding GST.
4. All amounts quoted must be in Pak. Rupees only.



## ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Nos.	Staff-Months	Daily Billing Rate (PKR)	Total Amount
<b>B. Non-Key Personnel</b>					
Sub-Total (B):					





## SUMMARY OF COST OF THE CONSULTANT

Sr. No.	Description	Amount (Pak Rs.)
1.	Salary Cost / Remuneration (Per Month Rate)	
2.	General Sales Tax (as applicable)	
	<b>Total Cost for the whole Duration/ Assignment (24 Months)</b>	

- Note:
- 1- Any Omission or arithmetical error made by the Consultants in entering the amount shall also be rectified during evaluation of the Financial Proposal. Deduction of GST and other Tax(s) will be as per prevailing rules and regulations.
  - 2- The grand total is inclusive of all the applicable Federal, Provincial and Local taxes including GST.
  - 3- All payments due under the contract shall be paid in Pakistani rupees.



**APPENDIX A**

**TERMS OF REFERENCE**  
**(TOR)**



## **TERMS OF REFERENCE (TOR)**

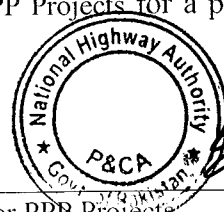
### **Hiring of Legal Counsel (Individual Consultant) on Retainership Basis for PPP Projects**

1. The Legal Consultant shall perform services as mentioned herein below for a period of 2 years on retainer ship basis. The specific tasks and activities to be performed by the Consultant include, but are not limited to, the following:
  - i. Advice on the overall process for PPP/ BOT projects including responsibilities of NHA with respect to Public Private Partnership Authority Act, 2017 as amended from time to time;
  - ii. Review/drafting of significant contracts that NHA wishes to enter into and review of related documentation;
  - iii. Review/drafting of significant contracts to be signed with contractors/institutions for financing of NHA's projects;
  - iv. Provide advice/ legal opinion with regard to PPP Agreements that are subject to disputes between NHA and concessionaire(s);
  - v. Review of selected existing contracts to identify legal loopholes and enforcement problems with respect to the same, and propose measures to cure the imperfections in the agreements by means of amendment and/or renegotiations;
  - vi. Draft sector specific standard PPP Agreement after consultations with relevant stakeholders;
  - vii. Review/Drafting of prequalification documents for PPP Projects;
  - viii. Review/ Drafting of RFPs for PPP Projects;
  - ix. Provide legal opinion/ advice in relation to prequalification, request for proposals, concessions etc.;
  - x. Review/Drafting of ancillary agreements customary in Public-Private-Partnership and infrastructure Projects;
  - xi. Representing NHA in negotiation with the bidder/ concessionaire in relation to PPP Projects;
  - xii. Review and representation in negotiation of financing agreements in relation to PPP Projects;
  - xiii. Providing advice to PPP wing and NHA in relation to relationship between NHA and Concessionaires during the lifecycle of PPP Projects;
  - xiv. Addressing legal comments of PPP Authority;
  - xv. Advising NHA with respect to legal matters for taking NHA in the area of innovative financing with a vision of making motorway/ national highway network sustainable;
  - xvi. Any other legal task assigned by PPP Cell, NHA

Representation in any court of law does not fall within the scope of services to be provided by the Applicant to the Client. However, any additional services, including court representation and arbitration services may be provided by the Applicant subject to separately agreed terms and conditions.

### **2. Duration of The Assignment:**

Legal Counsel (Individual Consultant) on Retainership Basis for PPP Projects for a period of twenty-four (24) months.





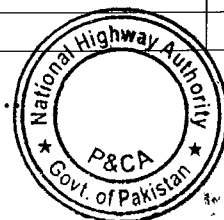
**3. Minimum Requirements:**

An Applicant shall be considered nonresponsive and financial proposal of such Applicant will not be opened; if the Applicant is found to be below/deficient of the minimum criteria given in the TORs.

- i. Scores less than 50% in technical evaluation; or
- ii. If the Applicant (individual) does not hold any postgraduate qualification in law (e.g. LLM or Bar-at-Law); or
- iii. If the Applicant (individual) has less than 10 years of experience in practicing law and providing advice in relation to corporate and commercial transactions; or
- iv. If the Applicant fails to provide the following documents:
  - a) Completed Proposal Submission Forms;
  - b) The whole proposal is signed either by the individual consultant or the authorized representative, in which case the authority letter must be submitted;
  - c) Copies of certificate(s) of enrollment/membership with at least one bar council of Pakistan.
  - d) An Affidavit duly signed and stamped by the Applicant or authorized representative of the Applicant, confirming that;
    - The Applicant has never been blacklisted by any Bar, Government/ Semi Government department / authority / agency / company (Attachment-B); and
    - All the information provided by the Applicant or any member of the Applicant is true and correct in all aspects;

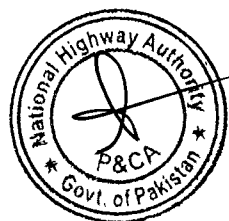
**4. Technical Evaluation**

Sr.No	Assessment Criteria	Maximum Points
1	Experience in corporate advisory. (i) 1 point for every year of relevant experience in corporate advisory will be awarded to a candidate, with a maximum of 10 points for 10 years of cumulative relevant corporate advisory experience. (ii) 25 Points will be awarded in total for more than 15 years of relevant experience in corporate advisory.	25
2	Transactional experience of advising in engineering infrastructure projects/contracts with a transaction value of PKR 10 Billion or more. (i) 10 Points will be awarded for 1 such project/contract, (ii) 20 Points for 2 such projects/contracts, (iii) 25 points for 3 or more such projects/contracts	25
3	Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode on behalf of Public Sector Enterprises of a transaction value over PKR 10 Billion. (i) 10 Points will be awarded for 1 such concession, (ii) 20 Points for 2 such concessions, (iii) 25 points for 3 or more such concessions	25
4	Interview with the evaluation committee	25
<b>Total:</b>		<b>100</b>



## APPENDIX-C

### **COPY OF MODEL AGREEMENT (To be finalized during Negotiations)**



**Contract for Individual Consultant  
(Time Based)**

**Between**

\_\_\_\_\_  
**(NAME OF CLIENT)**

**And**

**(NAME OF THE CONSULTANT)**

**For**

\_\_\_\_\_  
**(BRIEF SCOPE OF SERVICES)**

**OF** \_\_\_\_\_ **(NAME OF PROJECT)**

\_\_\_\_\_  
**Month and Year**



## Appendix D

### (Draft Contract)

This agreement is made at Islamabad on the \_\_\_\_ day of \_\_\_\_, 2023 (hereinafter called the “**Agreement**”), by and between:

The **National Highway Authority**, with its head office at 28 Mauve Area, Sector G-9/1, Islamabad acting through its duly authorized representative, (hereinafter referred to as “**Client**” which expression shall, where the context admits, include its legal representative, successors-in-interest, executors and permitted assigns);

And

[Insert name of Individual Legal Counsel], [insert address], (hereinafter referred to as “Individual Legal Counsel” which expression shall, where the context admits, include its legal representative successors-in-interest, executors and permitted assigns).

**WHEREAS** the Client wishes to engage the service of the Individual Legal Counsel upon the terms and conditions hereinafter set forth and the purposes stated in this Agreement;

**AND WHEREAS** the Individual Legal Counsel wishes to accept such engagement upon the terms and conditions stated hereunder:

#### 1. Duties of the Counsel

The Counsel shall perform the following duties:

(Reproduce the duties here from the TOR)

#### 2. Commencement of Engagement

The Agreement shall be deemed to have entered into effect as of \_\_\_\_, \_\_, 2023 (“**Commencement Date**”) and the Counsel has already commenced the Services as of the Commencement Date.

#### 3. Term of Engagement

The Counsel shall be engaged by the Client pursuant to the Agreement till such time as the Counsel shall have completed the Services, however, the period during which the Counsel shall be so engaged shall not, except as the parties may otherwise mutually agree, exceed two years (“**Term**”) from the Commencement Date. Furthermore, either party may terminate the Agreement by serving the other party a one (01) month advance notice.

#### 4. Payment

The Client shall pay the Counsel remuneration/ fee, in accordance with the Services, as provided in the *Term of Payment* attached herewith as **Schedule “A” (“Remuneration”)**.



**5. Taxation**

- a. The Counsel shall be responsible for and pay such taxes, duties, fees and any other impositions as may be levied on its income under the Agreement in accordance with the laws of Pakistan; or
- b. The Client may withhold tax on the Remuneration in accordance with the Government of Pakistan Rules and deposit the same with the Income Tax Department under intimation to the Counsel.

**6. Applicable Law**

The Agreement, its meaning and interpretation, shall be governed by the prevalent rules and regulations of the Client.

**7. Effectiveness**

The Agreement shall become effective upon execution by the Client and Counsel.

**IN WITNESS WHEREOF** the parties hereto have set their hands on this Agreement on date and year above mentioned in the presence of witnesses.

For and behalf of the  
National Highway Authority (Client)

Individual Legal Counsel

Signature:  
Name:  
Title:  
Seal:

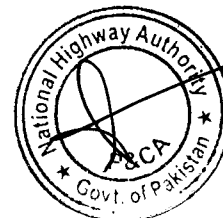
Signature:  
Name:  
NIC #:  
Date:

Witness:

Witness:

Signature:  
Name:  
NIC #:  
Date:

Signature:  
Name:  
NIC #:  
Date:

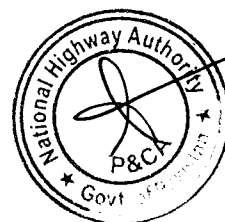


**Schedule A to Draft Contact**

**Term of Payment**

**Remuneration:**

Retainer ship Fee	
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**Appendix E****(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Hiring of Legal Counsel (Individual Consultant) on Retainership Basis for PPP Projects Dated:

\_\_\_\_\_

I \_\_\_\_\_, [insert name] hereby declare that I have not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, I represent and warrant that I have not given or agreed to give and shall not give or agree to give to anyone within or outside of Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Individual Legal Counsel, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interests, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

It is further certified that full disclosure of all agreements with all persons in respect of or related to this Assignment will be made as and when appropriate and that no action has been taken or will be taken to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [insert name of Individual Legal Counsel] agrees to indemnify GOP of any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by it 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 GOP.

Employer: National Highway Authority

\_\_\_\_\_

Name of Individual Counsel

\_\_\_\_\_

Name of Official .....

Name of Service Provider: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

