

No.SEDF/Tender/Law-Firms/2023-24/0023

Sindh Enterprise Development Fund (SEDF)

Provision of Legal Services on
Retainership

September, 2023

**1ST Floor Block-B, FTC Building, Shahrah e faisal,
Karachi**

Table of Contents

1 Mandatory Eligibility Criteria Checklist	5
2 Definitions	6
3 About Sindh Enterprise Development Fund (SEDF) (The Company)	7
4 Instructions for Bidders	8
5 Solicitation Document	8
5.1 Contents	8
6 Description or Scope of the Services	8
7 Preparation of Proposal	8
7.1 Language of the Proposal	8
7.2 Proposal Currency	8
7.3 Period of Validity of Proposal	9
7.4 Supporting Documents	9
7.5 Cost of Preparing Proposal	9
7.6 Proposal Documents	9
Technical Proposal	9
Financial Proposal	9
7.7 Taxes	9
7.8 Format and signing of proposal	9
8 Submission, Receipt, and Opening of Proposal	10
9 Proposal Evaluation	11
10 Evaluation of Technical Proposals	12
11 Financial Proposals	13
12 Combined Score	13
13 Bid Security	13
14 Performance Guarantee	13
15 Availability of Management Team	14
16 Award of Agreement	14
17 Confidentiality	14
18 Conflict of Interest	14
a. Conflicting assignments	14
b. Conflicting Relationships	14
19 Fraud and Corruption:	15
20 Clarification Request/Amendment	15
PART B - TERMS OF REFERENCE	16
21 OVERVIEW	17
21.1 TERMS OF REFERENCE/s (ToRs)	17
22 Payment for service	17
PART C–CONTENTS & FORMS TO BE SUBMITTED WITH THE PROPOSAL	18
LETTER OF INVITATION	19

1. PROPOSALS CONTENTS	20
i) Legal Experience:	20
ii) Organization Status, Size, Structure and Areas of Practice:	20
iii) Qualifications of Team Members:	20
iv) Other documents/information to be provided:	20
B1. Technical Proposal Submission Form	22
B2. Bidders Profile	23
C1. – Financial Proposal Submission Form	26
C2. – Summary of Costs	27
C3. – Breakdown of Price per Activity	28
Annexure A	29
Annexure B	30
DRAFT RETAINERSHIP AGREEMENT	30

**PART A – DEFINITIONS, INSTRUCTIONS
&
INFORMATION FOR BIDDERS**

1 Mandatory Eligibility Criteria Checklist

Before the bidders submit their proposals within the stipulated time mentioned in this Request for Proposal document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled **These requirements must be furnished at the time of submission of Proposal.**

Non-submission of any one of the following applicable requirements shall result in disqualification:

#	Mandatory Eligibility Criteria Checklist	Mark <input type="checkbox"/> / <input type="checkbox"/>
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (If Applicable, please check <input type="checkbox"/> otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
3.	Proof of GST Certificate (If Applicable, please check <input type="checkbox"/> otherwise put a Cross <input type="checkbox"/> in the Mark Column)	
4.	Proof of FTN certificate /Tax exemption certificate (<i>for public sector entity</i>), (If applicable, please check <input type="checkbox"/> otherwise put a Cross in the <input type="checkbox"/> Mark Column).	
5.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by SPPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.	
6.	Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR’s website) is also to be mentioned.	
7.	<p>Two separately sealed envelopes: Envelope #1 shall clearly bear the name “RETAINERSHIP LEGAL SERVICES”</p> <p>Two hard copies of Technical Proposal, one marked as Original and one marked as Copy* must be submitted with one soft Copy in Flash Disk. Bidders are to make sure that Financial Proposal is not part of the Technical Proposal in any form. *Additional hard copy of Technical proposal is not a mandatory requirement.</p>	
8.	<p>Envelope #2 shall clearly bear the name “RETAINERSHIP LEGAL SERVICES”</p> <p>Financial Proposal must be submitted in one hard copy and one soft copy Flash Disk in MS Excel format. (The hard copy or soft copy of financial proposal must be sealed in Envelope # 2 and should not be part of technical proposal in any form).</p>	

9.	Affidavit on letter head that bid security in the required form and manner is enclosed with the financial proposal. <i>Affidavit should not bear amount of bid security & is to be placed in Technical Proposal with mandatory requirements.</i>	
----	--	--

Note: Bidders are required to submit the *filled, signed & stamped copy of the above checklist* along with the proposal. Two original affidavits will be required in order to fulfill requirement # 5 & 6

2 Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between Company and the Successful Bidder”. (See Annexure B).
- b. **“Board”** means the Board of Directors of the Sindh Enterprise Development Fund (SEDF).
- c. **“Bidder” or “Offeror”** means any Advocate/Law Firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Company”** means Sindh Enterprise Development Fund (SEDF) registered under Section 42 of the Companies Ordinance, 1984, with its office at 1st floor, Block-B, FTC Building, Shahrah-e-faisal, Karachi, Pakistan.”
- e. **“Date of Issue”** means “the date on which this RFP is issued by Company to solicit bids from potential bidders for Organizational Transformation.”
- f. **“Day”** means calendar day.
- g. **“Regular Staff”** means “permanent/full time staff employed by the successful bidder to perform the services or any part thereof”.
- h. **“Request for Proposal (RFP)”** means set of documents prepared by the Sindh Enterprise Development Fund (SEDF), to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- i. **“Scope of Service”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- j. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Service and further quantified under the Scope of Service”.
- k. **“Terms of Reference” (ToR)** means that part of Bidding Document which explains the Scope of Service, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment.

3 About Sindh Enterprise Development Fund (SEDF) (The Company)

‘**Sindh Enterprise Development Fund (SEDF)** has been incorporated with the under Section 42 of the repealed Companies Ordinance, 1984 (*now Companies Act 2017*) by the **Investment Department Government of Sindh** (hereinafter referred to as “**the Company and/or SINDH ENTERPRISE DEVELOPMENT FUND (SEDF)**”). The Company is mandated to invest through Different Projects in Sindh Province. More details about the company are available at <http://www.sedf.gos.pk>.

This RFP includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Consultants
- Section 3: Technical Proposal - Standard Forms
- Section 4: Financial Proposal - Standard Forms
- Section 5: Terms of Reference
- Section 6: Evaluation Criteria and Scoring System

Yours sincerely,

The Admin Officer
Sindh Enterprise Development Fund (SEDF),
Government of Sindh

4 Instructions for Bidders

This document contains all the information pertinent to our solicitation, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions & Information for Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the company. The selection of bidder will be on quality and cost-based selection methodology as provided in the bidding document.

5 Solicitation Document

5.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the Scope of Service/ToR and requirements may be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal.

The event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing 01 month written notice to the successful bidder without any further obligation or compensation on the part of the Company.

6 Description or Scope of the Services

Subject to the receipt of the Retainer Fee (defined below), Firm agrees to provide to the Client such legal services as the Client may require from time to time including (hereinafter collectively referred to as the "Services"):

- Provision of assistance to the Client in such corporate and/or contractual matters on which specific opinion or assistance may be sought by the Client from time to time;
- To respond to any legal correspondence including advising, drafting, vetting the document, issuing legal opinions to the Client as may be forwarded by the Client;
- To provide guidance on any amendments in the regulatory framework relating to the business of the Client; and
- Assist in drafting of such contracts and other legal documents as may be requested by the Client from time to time.

7 Preparation of Proposal

7.1 Language of the Proposal

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Company shall be in writing and in English Language.

7.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) and all payments will be made in PKR.

7.3 Period of Validity of Proposal

Proposals shall remain valid for 90 days from the date of advertisement as provided in the RFP document. In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

7.4 Supporting Documents

While preparing the Technical Proposal, the bidder shall ensure that it provides the Company with documentary evidence. Since the evaluation committee will evaluate the bids solely on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria.

7.5 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

7.6 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

Technical Proposal
The Technical Proposal is to consist of the following: a) Checklist (Mandatory Documents required with the Proposal) – Page 2 b) <i>Technical Proposal Submission Form B1</i> c) <i>Bidders Profile - Form B2</i> d) Bidder's competence and experience in completing projects of a similar nature in a timely and efficient manner - <i>Form B3</i> e) <i>General Experience of Bidder - Form B4</i> f) <i>Proposed methodology and time line - Form B5</i>
Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Bidder should submit details of maximum five of their most relevant/similar nature assignments for technical evaluation using the prescribed format.
Technical proposal should not contain any financial information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.
Financial Proposal

7.7 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes.

7.8 Format and signing of proposal

The proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by bidder's authorized person. The proposals shall be clear and elaborate. Different parts of the proposals shall be separated using color separators, flags or tags.

Note: *The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.*

8 Submission, Receipt, and Opening of Proposal

8.1 Proposals will be accepted and evaluated using Single Stage, Two Envelope Procedure. (Separate sealed envelopes of technical and financial proposals)- **Annexure-A**.

8.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission letters for both Technical and Financial Proposals should respectively be in the attached format (**Form B1 & CI**) in separate envelopes.

8.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

8.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

8.5 Bidder is required to submit one original and one hard copy of Technical Proposal along with all supporting documents.

8.6 The Technical Proposal shall be placed in a sealed envelope **clearly marked "TECHNICAL PROPOSAL"**. Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked **"FINANCIAL PROPOSAL"** followed by the name of the assignment **"RETAINERSHIP LEGAL SERVICES"** with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked **"DO NOT OPEN BEFORE SUBMISSION DEADLINE"**. Sindh Enterprise Development Fund (SEDF) (The Company) shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

The Proposal must be sent to the SEDF at the below address and received by the Company not later than the time and the date indicated in RFP document.

Sindh Enterprise Development Fund (SEDF),
1st floor, Block-B, FTC Building Shahrah e Faisal Karachi

8.7 Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the RFP document.

8.8 Any proposal received by the Company after the deadline for submission shall be returned unopened.

8.9 Company reserves the right to accept or reject any or all of the proposals submitted at any time in accordance with applicable SPPRA rules.

8.10 Company shall open the Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company.

8.11 Key Activities & Timeline

The tentative timeline set out herein represent the Company's best estimate of the schedule that will be

followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

1	Bidding Documents Issue Date & Time	8 th September, 2023 from 09:00 am to 05:00 pm
2	Deadline for queries / questions	14 th September, 2023 from 11:00 am
3	Response to queries and questions related to Bidding Documents	18 th September, 2023 from 11:00 am
4	Bidding Documents Submission Deadline	29 th September, 2023 11:00 am
5	Opening of Bidding Documents	29 th September, 2023 11:30 am
6	Opening of Financial Proposals (in front of bidders at 1 st Floor, FTC building, Block-B.	Manager Procurement will communicate date & time to technically qualified bidders.

9 Proposal Evaluation

9.1 From the time the Proposals are opened to the time evaluation report is announced, the bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However, the Company may contact the bidder for seeking clarification of any aspect of technical proposal or demand any missing information.

9.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

9.3 Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 70% and financial evaluation will carry 30% weightage.

10 Evaluation of Technical Proposals

10.1 During the technical evaluation no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying technical score indicated in the RFP document. The Bidders who obtain at least **49** out of **70** marks in technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

10.2 Financial proposals of those Bidders obtaining less than **49** marks out of **70** in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

S#	Technical Evaluation	Marks Allocated	Marks Obtained
a.	Experience/Qualification of the Bidder/offeror	20	
b.	Performance of the Bidder with previous clients on projects of similar nature based upon quality of work, control of costs, ability to meet schedules or deadlines and responsiveness to the client.	15	
c.	Level, experience and qualifications of the individuals identified to work on this assignment (including Advocate Supreme Court)	10	
d.	Proposed approach to scope of service	10	
e.	Bidder's presence/team availability within major cities Pakistan and globally (if any) along with local and international ranking, if any, with Chambers and Partners, Legal 500.	05	
f.	Response from references	05	
g.	Reported Judgments of cases	05	
	Total Points	70	
	Minimum qualification score (70%)		

S#	Financial Evaluation	Marks Allocated	Marks Obtained
h.	Monthly retainership fee that would be charged to advise on matters as agreed to in the in retainership agreement etc.	30	
	Total Points	30	

Final assignment award will be on the basis of combined technical and financial score in the following manner:

PROPOPOSAL	WEIGHT
Technical	70%
Financial	30%
TOTAL	100%

11 Financial Proposals

11.1 After the evaluation and approval of technical proposal, the Company shall inform the bidders, who have submitted proposals, the technical scores obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify in writing bidders that have secured the minimum qualifying technical score, the date, time and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested bidder sufficient time to make arrangements for attending the Financial opening.

11.2 Before opening of financial bid, technical score of qualified bidder shall be read aloud during financial bid opening session.

11.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

11.4 Quality and Cost Based Selection (QCBS) method will be used for evaluation of proposal. The lowest evaluated Financial Proposal will be given the maximum financial score of 30 points.

12 Combined Score

12.1 Technical Score (St) of qualified bidder shall be added to financial score.

12.2 Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 30.

12.3 Combined Score (Total Score) = St + Sf

12.4 All bidders will be ranked based upon the combined technical and financial score.

13 Bid Security

The Financial Bids must be accompanied with the bid security @ 2% of the total bid in the form of Call Deposit/Bank Draft/Pay Order (refundable) drawn in favor of Sindh Enterprise Development Fund (NTN # 3774678). Any reference/inclusion of the bid security in the Technical Bid will lead to disqualification. However, as mentioned earlier in Section A, all bidders are required to submit an affidavit on letter head along with Technical Bid that Bid security in the required form and manner is enclosed with the financial proposal

14 Performance Guarantee

Successful bidder will be required to provide performance guarantee @ 5% of the total contract amount. Performance guarantee shall be valid for the duration of the signed contract.

15 Availability of Management Team

15.1 The successful bidder is bound to provide the services of the professional staff proposed in technical proposal. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e. the bidder and the Company.

15.2 No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

16 Award of Agreement

After completing required documentation / process the Company shall award the Agreement to the selected bidder (highest ranked i.e. Technical + Financial). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive bidders.

17 Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under SPPRA Rule no. 45.

18 Conflict of Interest

Without limitation on the generality of the foregoing, bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

a. Conflicting assignments

- The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

b. Conflicting Relationships

- The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.
- The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.
- Current employees of the Company shall not work as and for the bidder.

19 Fraud and Corruption:

19.1 The Company requires the bidder/s participating in provision of Service/s to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution.

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement.

19.2 “Collusive practices” means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.

19.3 The Company will have the right to inspect the Bidder’s accounts and records and other documents relating to the submission of proposals and agreement performance and have them audited by auditors appointed by the Company.

20 Clarification Request/Amendment

20.1 The bidder can request a clarification in RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing, or by standard electronic means to the Company’s e-mail address indicated in the RFP document. The Company will respond in writing or by standard electronic means and may respond on the Company’s Official Email www.info@sedf.gos.pk under FAQ’s for understanding of all potential bidders.

20.2 At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing (**if required**) or by standard electronic means. The addendum shall be uploaded at SPPRA & Company web site, and RFP document will be uploaded on and SPPRA web site.

PART B - TERMS OF REFERENCE

21 OVERVIEW

Sindh Enterprise Development Fund (SEDF) invites proposals from Lawyers, Companies and licensed/registered Law Firms to provide professional legal services on retainership basis to the Company, as per TORs mentioned below.

21.1 TERMS OF REFERENCE/s (ToRs)

The Successful Bidder will be required to perform, inter alia, the following legal services as requested by the Company:

- a) Review draft contracts, request for proposals, expression of interests as and when required by the company.
- b) Review and draft, in light of applicable Law, Rules and Cabinet Instructions, memorandums of understanding, partnership/collaboration agreements (including Public-Private Partnerships), intellectual property right/patent agreements with various national and international RFP;s entities, whenever required by the Company.
- c) Preparation and issuance of legal notices.
- d) Advise on all potential corporate, regulatory, and other legal issues of public sector organization specifically companies incorporated under section 42 of the Companies Ordinance and SPVs/subsidiaries.
- e) Advise on individual labor and employment matters.
- f) Rendering advice on substantive rights and obligations, under applicable laws.
- g) Rendering legal opinions and advice.
- h) Review personal, fiscal, and other policies as well as corporate by-laws.
- i) Vetting of letters, communication, and correspondence etc.
- j) Advise on Government grant and contract issues.
- k) Advise on matters related to intellectual property rights and equity laws.
- l) Advise on response to subpoenas, court orders and request for information from third parties.
- m) Conducting due diligence of legal documentation.
- n) Attendance and participation at meetings about and/or with entities having legal business with the Company, when required by the Company.
- o) Other likewise legal services as needed by the Company, excluding litigation, mediation and arbitration or similar appearance before any Forum for legal proceedings.

22 Payment for service.

22.1 The Client shall make payment to Firm of PKR ----- (Pak Rupee ----- only) ('Retainer Fee') within seven (7) days of execution this Agreement and thereafter on or before the seventh (7th) day of each calendar month-

22.2 If payment is made by a cheque or pay order, the same should be drawn in favor of

**PART C–CONTENTS & FORMS TO BE
SUBMITTED WITH THE PROPOSAL**

LETTER OF INVITATION

No.SEDF/Tender/Law-Firms/2023-24/0023

Location: Karachi.

Dear Sir/Madam.:

- . Sindh Enterprise Development Fund (hereinafter called “Procuring Entity”) invites proposals to provide the following consulting services:

Hiring the Services of Legal Firm Consultant for provision of Legal Advisory Services on Retainership basis. More details on the services are provided in the Terms of Reference (TORs).

- . This Request for Proposal (RFP) has been addressed to all the eligible consultants/firms.

A firm will be selected under Quality & Cost Based Selection {QCBS) System and procedures described in this RFP and TORs (attached), in accordance with the SSPRA Rules 2010.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Form of Contract/ Draft Agreement

Yours sincerely

Signature of Individual Consultant [In full and initials]

Full Name and Title of the Individual Consultant

Address and Contact no. and Email

1. PROPOSALS CONTENTS

Note: The Bidder/Offeror shall be compliant of Section 5 of “The Companies (Appointment of Legal Advisers) Act 1974” (amended till 2017 or as the case may be), regarding the number of companies the Bidder is providing legal services to, as Legal Advisor.

Interested Bidders should provide clear, concise information that satisfies the requirements of this RFP. The offeror, in its proposal shall, as a minimum, include the following:

i) Legal Experience:

The bidders should describe its legal experience, profile, team members, including names, addresses, persons and telephone numbers of at least three clients, preferably including clients similar to the Company. Experience should include the following categories:

- a) General Experience of minimum of 10-15 years by the offeror including experience in the areas of commercial and corporate law, labor and employment law, general litigation, arbitration, dispute resolution, mediation and advisory and transactional work in the areas of Intellectual Property Rights Law, Equity Laws, Information and Communication Technologies law, Cyber Law etc.;
- b) Experience advising non-profit organizations and public sector organizations;
- c) Experience advising clients conducting similar programs and government- funded services;
- d) Experience advising clients on international law matters (for both local and international clients).

ii) Organization Status, Size, Structure and Areas of Practice:

The offeror should provide a detailed profile including certified copies of all necessary documents such as certificate of incorporation, registration, NTN or an equivalent document for proof of legal status, details of organization size, structure office(s) location and branches along with number of employees and areas of practice.

iii) Qualifications of Team Members:

- a) Professional and educational background of the proposed team lead and core members dedicated to this assignment (For associates a minimum of five years of experience is required);
- b) Overall supervision to be exercised;
- c) Previous experience of each individual of the proposed team lead and core members with respect to the required experience listed above, description of other work, educational qualification and bar memberships local and international (if any);
- d) In case of law firm, details of at least one of the partners of the law firm who shall be an Advocate of the Supreme Court of Pakistan;
- e) A list of minimum 05 Reported Judgements of the proposed team lead and core team members.

iv) Other documents/information to be provided:

1. A covering letter;
2. Name and details of Company(s) to which Legal Advisory is being provided.

3. Complete name, mailing address, and telephone number of the concerned authorized representative (must be a partner in the law firm).
4. Curriculum Vitae of all partner(s) and associates etc., working with the offeror/firm;
5. Information indicating the ability of the offeror to perform the work in a timely manner. The offeror may provide summaries of work performed and time spent on services performed under flat monthly rate.
6. Any other documentation deemed necessary for submission by the offeror.

2. Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Bidders Profile

B3. Bidder's competence and experience in completing projects of a similar nature in a timely and efficient manner

B4. General Experience of recruitment test conduction B5. Proposed methodology and time line

B5. Proposed methodology and time line

B1. Technical Proposal Submission Form

To:

(location, Date)

Chief Executive Officer SEDF,
Sindh Enterprise Development Fund

1st floor, Block-B, FTC Building, Shahrah-e-faisal, Karachi
Tel: +92-21- 99225184 - 88
Email: info@sedf.gos.pk

Sir,

We, the undersigned, offer to provide the services of “**XXX**” in accordance with your Request for Proposal dated [**ADVERTISEMENT DATE**]. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 90 calendar days from the date of advertisement.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address:

B2. Bidders Profile

S#	Criteria	
01	Profile of the Bidder: i. Advocate License Issuance date ii. Registered age of Firm iii. Names of Managers/ Owners/ CEO/ Directors/ Partners	
02	Financial Position i. Name of Banks ii. Copy of Bank statement of last one year iii. Tax Registration (NTN/STN/FTN)	
03	Clientele	

B3. Bidder’s competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B4. – General Experience of Bidder

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B5. – Proposed methodology and time line

(Breakup of activities with time lines for each activity to be completed as per TOR).

C1. – Financial Proposal Submission Form

Chief Executive Officer SEDF,
Sindh Enterprise Development Fund
1st floor, Block-B, FTC Building, Shahrah-e-faisal, Karachi

Tel: +92-21- 99225184 - 88

Email: info@sedf.gos.pk

We, the undersigned, offer to provide services for provision of “XXXX” in accordance with your Request for Proposal dated [ADVERTISEMENT DATE] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is 120 calendar days from the date of advertisement.

Though included in the above-mentioned fee, Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory: _____

Name of Firm:

Address: _____

C2. - Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

C3. - Breakdown of Price per Activity

Activity No.: _____	Activity No.: _____ & Description
Price Component	Pak Rupees.

Single Stage Two envelope Procedure for Bidding Sindh Public Procurement Rules 2010

Single stage - Two Envelope procedure:

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- ii) The envelopes shall be marked as “FINANCIAL PROPOSAL RETAINERSHIP – LEGAL SERVICES” and “TECHNICAL PROPOSAL RETAINERSHIP – LEGAL SERVICES” in bold and legible letters to avoid confusion.
- iii) Initially, only the envelope marked “TECHNICAL PROPOSAL RETAINERSHIP – LEGAL SERVICES” shall be opened.
- iv) The envelope marked as “FINANCIAL PROPOSAL TECHNICAL PROPOSAL RETAINERSHIP – LEGAL SERVICES” shall be retained in the custody of the procuring agency without being opened;
- v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical proposal shall be permitted.
- vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- ix) The bid found to be the lowest evaluated bid shall be accepted.

DRAFT RETAINERSHIP AGREEMENT

This Retainership Agreement (hereinafter referred to as “**Agreement**”) is made at _____ on _____ 2023 (“**Effective Date**”)

BY & BETWEEN

Sindh Enterprise Development Fund (SEDF), company registered under Section 42 of Companies Ordinance, 1984, with its office at 1st floor, Block-B, FTC Building Shahrah e Faisal, Karachi, Pakistan (hereinafter referred to as the “**Company**”, which expression shall where the context admits include its administrators, authorized representatives, successors-in-interest and permitted assigns) of the One Part.

AND

_____, having its place of business at _____ (Hereinafter referred to as “**Legal Consultant Firm**”, which expression shall where the context admits include its administrators, authorized representatives, Partners, Associates, successors-in-interest and permitted assigns) of the Second Part.

All Parties are hereinafter to be individually referred to as “**Party**” and collectively as the “**Parties**”.

WHEREAS the Company wishes to appoint the Legal Advisor on retainership basis. The Legal Advisor on the other hand has agreed to be appointed on retainership basis by the Company, on the terms said out herein below.

NOW, THEREFORE, the Parties have agreed on following terms:

1. The Legal Advisor agrees to provide legal services as mentioned herein below as Services to the Company, on the basis of a monthly amount of Rs. ___ - ___/- [IN WORDS] (hereinafter the “**Retainership Fee**”). This Retainership Fee shall be payable against an invoice from the Legal Advisor every month, after the Effective Date.
2. The payment of Retainership Fee may take 25 to 30 working days for processing after receipt of invoice at Finance Department of the Company and liaison in this context may be made with Finance Department only.
3. The amount specified herein above shall be deemed to be the full and final. No extra charges shall be paid in regard to the assignment falling under the ambit of this Agreement.
4. The Legal Advisor has agreed to provide, *inter alia*, the following legal services a. Review draft contracts, request for proposals, expression of interests as and when required by the company;
 - a. Review and draft, considering applicable Law, Rules and Cabinet Instructions, memorandums of understanding, partnership/collaboration agreements (including Public-Private Partnerships), intellectual property right/patent agreements with various national and international entities, RFP whenever required by the Company.
 - b. Preparation and issuance of legal notices.
 - c. Advise on all potential corporate, regulatory, and other legal issues of public sector organization specifically companies incorporated under section 42 of the Companies Ordinance and SPVs/subsidiaries.
 - d. Advise on individual labor and employment matters.
 - e. Rendering advice on substantive rights and obligations, under applicable laws;
 - f. Rendering legal opinions and advice.
 - g. Review personal, fiscal, and other policies as well as corporate by-laws;
 - h. Vetting of letters, communication and correspondence etc.;
 - i. Advise on Government grant and contract issues;
 - j. Advise on matters related to intellectual property rights and equity laws;
 - k. Advise on response to subpoenas, court orders and request for information from third parties;
 - l. Conducting due diligence of legal documentation;

- m. Attendance and participation at meetings about and/or with entities having legal business with the Company, when required by the Company.
 - n. Other likewise legal services as needed by the Company, excluding litigation, mediation and arbitration or similar appearance before any Forum for legal proceedings.
- 5. The Services rendered shall not include the following items/projects (hereinafter the “**Excluded Assignment**”)
 - a. Representation of Company before any Authority, Tribunals, Courts, Etc.
 - b. Special Projects, as mutually agreed with reasons recorded in writing, that are extensive/technical in nature.
- 6. With regards to the Excluded Assignment, the Legal Advisor shall charge a separate professional fee to the Company, on case-to-case basis, where appointed accordingly.
- 7. This Agreement shall be non-exclusive in nature and substance.
- 8. This Agreement shall be valid for a period of one (1) Year from the Effective Date, and may be extended for up to one (1) year on the same terms and conditions upon expiry of initial term period of one (1) year, unless expressly terminated earlier by either party in writing by advance notice of one (1) month.
- 9. The Company will designate an authorized official/s to provide instructions to the Legal Advisor and maintain liaison, who shall also be responsible for coordination for relevant information required for execution of Services by the Legal Advisor.
- 10. The Legal Advisor, its staff, partners, associates, employees, personnel, agents, and/or any other person acting on behalf of the Legal Advisor shall hold in confidence all documents and other information supplied to it or its aforesaid personnel, which relate to the Company or any of its assignments. The Legal Advisor undertakes to ensure that neither it/he nor any of its/his employees, staff, partners, associates, personnel, agents or any other person acting on behalf shall at any time during the course of this Agreement or any time after the termination thereof, divulge or disclose any information or documents that are not public documents or not in public domain at the time, to any third party or person without the prior written consent of the Company. The provisions of this clause relating to confidentiality shall survive the termination of this Agreement and shall expire one (1) year from the date of the termination/expiration of this Agreement.
- 11. At the termination of this Agreement, the Legal Advisor will promptly release to the Company, upon request, all of the Company’s papers and property, if any, entrusted to the Legal Advisor. The Legal Advisor, however, will be free to dispose of any such papers or property, if not requested by the Company within thirty (30) days after the termination of the Agreement.
- 12. Neither Party shall be liable or responsible for indirect, special or consequential damages, in case of any dispute arising out of it, or in connection with, this Agreement.
- 13. Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.
- 14. Both Parties shall act as independent contractors with respect to one another. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties.
- 15. This Agreement may be executed in (02) two or more counterparts each of which shall be considered one and the same Agreement and each of which shall be deemed an original.
- 16. **Description or scope of the services.**
Subject to the receipt of the Retainer Fee (defined below), Firm agrees to provide to the Client

such legal services as the Client may require from time to time including:

- a) Provision of assistance to the Client in such corporate and/or contractual matters on which specific opinion or assistance may be sought by the Client from time to time;
- b) To respond to any legal correspondence including advising, drafting, vetting the document, issuing legal opinions to the Client as may be forwarded by the Client;
- c) To provide guidance on any amendments in the regulatory framework relating to the business of the Client; and
- d) Assist in drafting of such contracts and other legal documents as may be requested by the Client from time to time.
(hereinafter collectively referred to as the "Services")

17. Payment for service.

- i) The Client shall make payment to Firm of PKR ----- (Pak Rupee ----- only) ('Retainer Fee') within seven (7) days of execution this Agreement and thereafter on or before the seventh (7th) day of each calendar month
- ii) If payment is made by cheque or pay order, the same should be drawn in favor of **Sindh Enterprise Development Fund.**

18. Duration

This agreement shall commence on the ----- (the "Effective Date") and continue in effect for a period of twelve (12) months from the Effective Date unless earlier terminated by either Party. Thereafter this Agreement shall be renewed from year to year subject to an enhancement mutually agreed per annum in current fee.

19. Correspondence.

All the correspondence with the Firm including notices and intimation shall be in writing delivered personally at Firm address or may send by email
_____.

20. Contentious Matters

For all contentious, matter of litigation or any legal proceedings in a court of law, a fixed fee shall be settled between the parties on case to case basis prior to potential representation by the Firm on behalf of the Client. The entire fee for the case will be paid upfront i.e., at or prior to signing the **Wakalat Nama**. The flat fee will cover the entire handling of a case from filing to decree/final adjudication irrespective of the time involved or the number of hearings necessary for the conclusion of the matter but will not cover any appeals.

21. Expenses

In addition to the Firm's fees, any out-of-pocket expenses, such as (but not limited to) court fees, filing and search fees; stamp papers and registration fees; and travel costs (see section 'Travel' below) if properly incurred shall be billed at actuals to the Client.

22. Travel

No travel will be undertaken unless specifically requested. For travel outside Karachi, total transit time spent during travel plus the number of hours actually worked, will be charged according to the prior agreement between both the parties. Economy class air travel, suitable hotel accommodation and ground transportation will be billed at actuals in addition.

23. Confidentiality

The Firm shall not, without the express prior written approval of the Chief Executive Officer of the Client, divulge or communicate to any person any confidential information which is for the time being confidential to the Client and is not in the public domain which firm may have received or obtained during the term of this Agreement.

24. Entire Agreement

This Agreement is the entire agreement between the Parties with respect to the subject matter

hereof and supersedes all prior agreements with respect thereto as of the date hereof, and no alteration, modification, or interpretation of this Agreement shall be binding unless in writing and signed by both Parties.

25. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of Pakistan.

26. Termination

27.1 The Client shall have the right, with or without cause, to terminate this Agreement by giving the Firm prior one month written notice and paying any balance then due.

27.2 The Firm also reserves the right to terminate the Services with or without cause prior one month written notice.

27.3 Upon termination, if the Firm has been engaged to assist with any litigation matters, it shall make sure that the matter or case (if any) is/are addressed adequately and in a timely manner with guaranteed appearance in the relevant proceedings.

IN WITNESS WHEREOF the Parties to this Agreement have set their respective hands on this Agreement on the day, month and year written above, in the presence of witnesses mentioned below.

On Behalf of the Company

On Behalf of the Legal Advisor

Witnesses:

Name: _____

Name: _____

CNIC: _____

CNIC: _____