

National Highway Authority



REQUEST FOR PROPOSAL

FOR

HIRING OF LEGAL CONSULTANT FOR PPP PROJECTS

Tender No. 6(487)

Pages (1 to 18)

March, 2019

**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 suitable/competent lawyers and law firms

Gentlemen!

We extend warm welcome to you and invite you to participate in the bidding for hiring of Legal Consultant for PPP Projects. We hope that you will review the content of this Request for Proposal (RFP) thoroughly and provide complete and accurate information so that the evaluation is carried out in a just and transparent manner. Please understand that the content of the RFP, where applicable shall be deemed to be part of the Contract Agreement. You are also advised to kindly read the RFP thoroughly to understand the requirements of NHA. 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-Mauve Area, G-9/1, Islamabad
E-mail: gmpca@nha.gov.pk
Website: www.nha.gov.pk
Telephone: +92-51-9032727
Fax: +92-51-9260419



INSTRUCTIONS TO APPLICANTS (ITA)

1. INTRODUCTION

- 1.1 National Highway Authority (“NHA”) hereby invites you to submit a proposal for legal consultancy services as required for the Assignment described in the attached Data Sheet. Your proposal could form the basis for negotiations and a Contract Agreement between you and the NHA.
- 1.2 The scope of work included in the Assignment and the Terms of Reference (TOR) thereof are given under Appendix-A hereof. Details provided in the Data Sheet and elsewhere in the RFP will become part of the Contract Agreement.
- 1.3 The Assignment shall be implemented in accordance with the requirements of NHA.
- 1.4 To obtain first-hand information on the Assignment and to seek any clarification in this regard, you may send your queries through courier, fax or e-mail to NHA at the address indicated in the Data Sheet within 7 days of publication of advertisement for procurement but earliest than five days of the latest date for submission of proposals. All such requests should be clearly addressed to the PPP Wing with the subject, “Queries of Pre-Proposal for the Hiring of Legal Consultant for PPP Projects”. NHA shall respond to such request via fax or e-mail and will also upload the replies to your queries on NHA website.
- 1.5 Please note that:
- i The costs of preparing and submitting the proposal including cost of attending the bid opening is not reimbursable; and
 - ii NHA is not bound to accept any of the proposals submitted and may reject all of them.
- 1.6 The minimum requirements for suitability of a candidate are specified in the Data Sheet. Proposals of candidates failing to meet the minimum requirements will be rejected and not evaluated further.
- 1.7 A Consultant (including its Experts) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.



2. RFP DOCUMENTS

- 2.1 To prepare a proposal, please use the documents included in this RFP.
- 2.2 At any time before the day fixed as the last day for the submission of proposals, NHA may, for any reason, whether at its own initiative or in response to a clarification required by a Candidate modify the documents by amendment. The amendment, if any, shall be uploaded on the Clients website (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

3.1 Proposal

- 3.1.1 The proposal should be prepared using the format specified in the RFP documents.
- 3.1.2 The proposal prepared on the specified format shall be complete including your own documents as listed in the Data Sheet.
- 3.1.3 In preparing the proposal, you are expected to examine all terms and instructions included in the RFP documents. Failure to provide all requested information and documents shall be at your own risk and may result in adverse consequences for the score you achieve on evaluation of your proposal.
- 3.1.4 During preparation of the proposal, you must give particular attention to your suitability requirements listed against Sub-Clause 1.6 in the Data Sheet. (please refer Sub-Clause 1.7 above).

3.2 Financial Consideration

- 3.2.1 Form A-3 is attached for information to be filled in regarding remuneration in lieu of services required to be performed for this Assignment.
- 3.2.2 The remuneration as filled in Form A-3 will be inclusive of all taxes.

4. SUBMISSION OF PROPOSALS

- 4.1 All proposals must be delivered at the address specified in the Data Sheet on or before **3rd April, 2019 at 1130 hours**. The proposal may be submitted either by



hand through Authorized Representative or courier. If the day of submission of the proposals is declared as a national holiday by Government of Pakistan, then the proposals may be submitted by the same time of the next working day. Proposals received after the due time will not be accepted and returned to the Applicant(s) unopened.

- 4.2 The proposals must be prepared in English language. The Applicant must provide complete information along with copies of all relevant supporting documents. Any lapse to provide essential information shall render the proposal nonresponsive.
- 4.3 The proposal should be submitted in two sealed envelope containing the technical proposal and financial proposal respectively, along with three (3) additional copies of the technical proposal only. The corresponding envelopes should be clearly marked as “**Technical Proposal**” and “**Financial Proposal**”.
- 4.4 The original technical and financial proposals along with the required additional copies are to be duly signed and stamped by the authorized representative of the Applicant. If there are discrepancies between the original and the copies of the technical proposal, the original shall prevail.
- 4.5 The envelope containing sealed technical and financial proposals should be clearly marked “**Proposal for the Hiring of Legal Consultant for PPP Projects**”. A damaged/ torn envelope shall not be entertained and may be considered for disqualification by the Proposals Opening and Evaluation Committee.
- 4.6 The Applicant’s proposal shall remain valid for 90 days after the submission date. Should the need arise, however, NHA may request the Applicant to extend the validity period of their proposals.

5. PROPOSAL OPENING AND EVALUATION

- 5.1 Proposals will be publicly opened at **1200 hours** on **3rd April, 2019**, in the presence of the Applicant’s representatives who choose to attend at the location mentioned in Data Sheet. If the date for opening of proposals is declared as a national holiday by the Government of Pakistan, then the proposals will be opened on the same time on the next working day.
- 5.2 The name of the Applicants and the technical scores of the Applicants shall be read aloud. The name of any Applicant failing to meet the minimum qualifying



criteria as laid down under Sub-Clause 1.6 of the Data Sheet shall also be read aloud as having failed to comply with the minimum qualifying criteria.

5.3 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 entirely based on technical proposal. The Applicants scoring less than fifty (50) percent marks in the technical proposal evaluation shall not be invited for presentation/ interview and their proposal will be rejected.

5.4 The Client shall notify the Applicants scoring minimum fifty (50) percent marks in the technical proposal evaluation, in writing, by registered letter, cable telex or facsimile and invite them for presentation/ interview. The score earmarked for presentation/ interview are mentioned in Data Sheet.

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

5.5 Each Applicant on the basis of a responsive/ suitable technical proposal and successful presentation/ interview shall be attributed a technical score (St). The Candidates scoring less than fifty (50) percent technical score/ marks shall be disqualified and their financial proposals returned un-opened.

5.6 The Financial Proposals of technically qualifying Applicants on the basis of evaluation of technical proposals and presentation/ interview receiving minimum fifty (50) percent score/ marks in technical proposal evaluation and interview/ presentation shall be publically opened in the presence of Applicant or their Authorized Representative who shall be invited for the occasion and who care to attend. The Client shall inform each technically qualified Applicant, the date, time and venue for opening of financial proposals. The total price and major components of each financial proposal shall be publicly announced to the attending Applicants.

5.7 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 former will prevail. The Applicant shall only submit one proposal. If an Applicant submits or participates in more than one proposal, all such proposals shall be disqualified. If an Applicant is part of a Joint Venture, then he shall not be competent to submit another separate proposal.



5.8 For the selection of Legal Consultant NHA will follow the “Quality and Cost Based Selection method” and adopt the “Single Stage Two Envelope Method” in accordance with Rule 36 (b) of Public Procurement Rules 2004. Scores will be allocated based on evidence available in the proposal only. The Contract will be awarded to the Applicant with the highest total score based on the following weight ratios:

- 80% for technical score
- 20% for financial score

The NHA shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive/suitable proposal shall be given a score.

6. NEGOTIATION

The NHA may negotiate with the successful Applicant to the extent permitted by the applicable Rules and Regulations. Representatives conducting negotiations on behalf of the Applicant must have written authority to negotiate and conclude the Contract Agreement.

7. AWARD OF CONTRACT

Upon successful completion of selection of Legal Consultant, the NHA shall promptly inform the other candidates through notification of award on the website of the NHA. The selected Legal Consultant is expected to commence the Assignment in accordance with the Contract Agreement signed between NHA and the selected Legal Consultant.

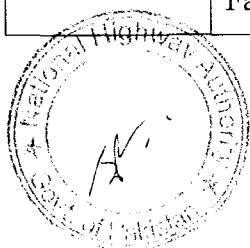


DATA SHEET

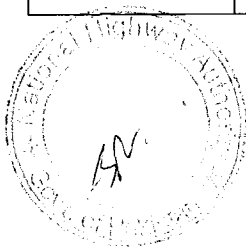
ITA Clause No.	Description of the Clause
1.1	<p>The name of the Assignment is: Hiring of “Legal Consultant” for PPP Projects The Client’s name is National Highway Authority</p>
1.4	<p>Attention: General Manager (PPP) National Highway Authority 28, Mauve Area, G-9/1, Islamabad Telephone: +92-51-9032727 Facsimile: +92-51-9260419 Email: nha.pppcell@gmail.com</p>
1.6	<p>Minimum Requirements:</p> <p>An Applicant will be considered nonresponsive and financial proposal of such Applicant will not be opened; if the Applicant is found to be below the following minimum criteria:</p> <ul style="list-style-type: none"> i scores less than 50% in technical evaluation; or ii if the Applicant or principle counsel of the Applicant in case of a law firms does not hold any postgraduate qualification in law (e.g. LLM or Bar-at-Law); or iii if the Applicant lacks experience of negotiating at least 4 road infrastructure concessions in the Public Private Partnership mode; or iv if the Applicant lacks experience of having represented Public Sector Enterprises in at least 2 road infrastructure concessions in the Public Private Partnership mode; v If the Applicant has less than 10 years of experience in practicing law and providing advice in relation to corporate and commercial transactions; or vi If the Applicant fails to provide the following documents: <ul style="list-style-type: none"> a) Profile of the Applicant; b) Copy of National Tax Number certificate of the Applicant;



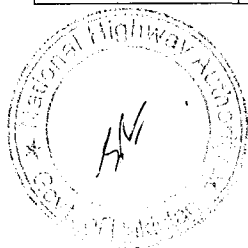
	<p>c) Tax returns for the last three (03) years;</p> <p>d) An Affidavit duly signed and stamped by the authorized representative of the Applicant, confirming that:</p> <ul style="list-style-type: none"> • The Applicant has never been blacklisted by any Bar, Government/ Semi Government department/authority/agency/company; and • All the information provided by the Applicant or any member of the Applicant is true and correct in all aspects;
3.1.2	<p>Required documents include:</p> <ol style="list-style-type: none"> 1. Profile of the firm listing all clients for which the Applicant has worked on Infrastructure / Construction projects in the past ten (10) years. 2. A list of at least 4 road infrastructure concessions in the Public Private Partnership mode worth PKR 1 Billion and above on which the Applicant has worked in relation to matters mentioned under the Scope of Work given in the TOR under Appendix-A hereof. The Applicant is required to provide details of the Infrastructure/Construction projects as per template given under Appendix – C hereof. 3. Filled out Forms A-1, A-2 and A-3 and Appendices A through D. 4. Attested copies of degree(s)/ certificate(s) of relevant educational qualifications. 5. Copies of certificate(s) of enrollment/membership with at least one bar council of Pakistan
4.1	<p>Address for sending proposal:</p> <p>General Manager (P&CA) National Highway Authority, Ministry of Communications, Govt. of Pakistan, HQ. Office – NHA, 28, Mauve Area, G-9/1, Islamabad, Telephone: +92-51-9032727 Facsimile: +92-51-9260419</p>



5.1	<p>Address for Opening of Proposals:</p> <p>NHA Auditorium, National Highway Authority, HQ. Office – NHA, 27, Mauve Area, G-9/1, Islamabad</p>																								
5.3	<p><u>Technical Evaluation</u></p> <p>Technical proposals will be evaluated in accordance with the following Technical Evaluation Criteria:</p> <table border="1" data-bbox="368 698 1403 1653"> <thead> <tr> <th data-bbox="368 698 446 772">Sr#</th> <th data-bbox="446 698 1230 772">Assessment Criteria</th> <th data-bbox="1230 698 1403 772">Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 772 446 862">1</td> <td data-bbox="446 772 1230 862">Post Graduate Educational Qualification in Law including LLM or Bar-at-Law.</td> <td data-bbox="1230 772 1403 862">4</td> </tr> <tr> <td data-bbox="368 862 446 1070">2</td> <td data-bbox="446 862 1230 1070">Experience in corporate advisory. 8 Points will be awarded to a candidate holding a cumulative of 10 years of relevant corporate advisory experience. 12 Points will be awarded in total for 15 or more years of relevant experience in corporate advisory.</td> <td data-bbox="1230 862 1403 1070">12</td> </tr> <tr> <td data-bbox="368 1070 446 1279">3</td> <td data-bbox="446 1070 1230 1279">Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode of a transaction value of PKR 20 Billion or more. 16 Points will be awarded for 2 such concessions. A total of 24 Points will be awarded for 4 such concessions or more.</td> <td data-bbox="1230 1070 1403 1279">24</td> </tr> <tr> <td data-bbox="368 1279 446 1534">4</td> <td data-bbox="446 1279 1230 1534">Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode on behalf of Public Sector Enterprises of a transaction value over PKR 20 Billion. 16 Points will be awarded for 2 such projects. A total of 32 Points will be awarded for 4 or more such projects.</td> <td data-bbox="1230 1279 1403 1534">32</td> </tr> <tr> <td data-bbox="368 1534 446 1579">5</td> <td data-bbox="446 1534 1230 1579">5 years or more experience of public sector advisory</td> <td data-bbox="1230 1534 1403 1579">8</td> </tr> <tr> <td colspan="2" data-bbox="368 1579 1230 1612" style="text-align: right;">Total:</td> <td data-bbox="1230 1579 1403 1612">80</td> </tr> <tr> <td colspan="2" data-bbox="368 1612 1230 1653" style="text-align: right;">Qualifying Score for interview/presentation:</td> <td data-bbox="1230 1612 1403 1653">40</td> </tr> </tbody> </table> <p>The following documents will be required in respect of the technical evaluation criteria for scoring:</p> <ol style="list-style-type: none"> 1. Profile of the firm listing all clients for which the Applicant has worked on Infrastructure / Construction projects in the past ten (10) years. 2. A list of at least 4 road infrastructure concessions in the Public Private Partnership mode worth 1 Billion and above on which the Applicant has 	Sr#	Assessment Criteria	Maximum Points	1	Post Graduate Educational Qualification in Law including LLM or Bar-at-Law.	4	2	Experience in corporate advisory. 8 Points will be awarded to a candidate holding a cumulative of 10 years of relevant corporate advisory experience. 12 Points will be awarded in total for 15 or more years of relevant experience in corporate advisory.	12	3	Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode of a transaction value of PKR 20 Billion or more. 16 Points will be awarded for 2 such concessions. A total of 24 Points will be awarded for 4 such concessions or more.	24	4	Transactional experience of negotiating road infrastructure concessions in Public Private Partnership mode on behalf of Public Sector Enterprises of a transaction value over PKR 20 Billion. 16 Points will be awarded for 2 such projects. A total of 32 Points will be awarded for 4 or more such projects.	32	5	5 years or more experience of public sector advisory	8	Total:		80	Qualifying Score for interview/presentation:		40
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Total:		80																							
Qualifying Score for interview/presentation:		40																							



	<p>worked in relation to matters mentioned in Scope of Work above. The Applicant is required to provide details of the Infrastructure/Construction projects in the form attached herewith as Appendix –B.</p>
<p>5.4</p>	<p><u>Interview/ Presentation</u></p> <p>When the technical proposal will achieve at least 50% score then the Applicants being a Lawyer will be asked to appear for interview or the Applicant being a Law Firm will be required to give presentation. In case the Applicant is a Lawyer, for evaluating competence against the desired level of Performance for the intended Assignment, besides pre-assessment of his Integrity and Professionalism, also keeping in view past assignments completed he will be interviewed by a Panel of officers headed by the Chairman NHA (subject to subsequent verifications, if required, prior to or after any contract award to the Selectee). In case the Applicant is a Law Firm, it will be required to give presentation encompassing, status of the firm, its achievements, number of permanent employees, list of lawyers on the payroll of firm with names, their positions and number of years in the firm, experience of the firm relevant to the intended Assignment and other aspects the firm may like highlight.</p> <p>Interview/ presentation marks: 20</p>
<p>5.8</p>	<p><u>Financial Evaluation</u></p> <p>The fee for providing legal consultancy services shall be quoted inclusive of all applicable taxes in Pakistan but exclude out of pocket expenses which may be quoted separately in Form A-3.</p> <p>The formula for determining the Financial Score is the following: $S_f = 100 \times F_m / F$</p> <p>Where, S_f is the Financial Score; F_m is the Lowest Price and F the Price of the Proposal under consideration.</p> <p>The Financial Proposal is the total competitive cost against the desired services quoted by the Applicant in the table under Form A-3.</p> <p><u>Combined Score</u></p> <p>The Applicant getting maximum marks on 80-20 weightage (80% for technical and 20% for financial) will be selected as Legal Consultants for the Client. The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$ and $F = 0.20$</p>



PROPOSAL SUBMISSION FORM

To: [Name and address of Client]

Dear Sir,

I, the undersigned, offer to provide the consulting services as Senior Legal Consultant on behalf of the candidate in accordance with your Request for Proposal 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 misrepresentation made in the Proposal may lead to my disqualification and may result in sanctions from the Client;
- (b) My Proposal shall be valid for 90 days in accordance with Clause 4.6 of the ITA;
- (c) I have no conflict of interest in accordance with ITA Clause 1.8;
- (d) My Proposal is binding upon me and subject to any modifications that may arise from any Contract negotiations.

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 (Senior Legal Consultant): _____
3. Nationality (Senior Legal Consultant): _____
4. CNIC Number (Senior Legal Consultant): _____
5. NTN Number: _____
6. Email address: _____
7. Phone No. : _____
8. Membership/enrollment with bar councils: _____
9. Key Qualifications:
[Provide outline of relevant experience]
10. List of personnel and their qualifications:
[Provide a list of relevant legal staff and their qualifications]



Summary of Costs

Sr. No.	Description	No of Months	Rate per Month	Total
1.	Fee	24		
2.	Direct (Non-Salary) Cost (Lump Sum)	24	-	
3.	Sub Total (1+2):	-	-	
4.	Sales Tax @ 16% on item S.No.3 above which shall be kept as Provisional Sum in the Contract Agreement	-	-	
5.	Grand Total:	-	-	

Notes:

1. Fill in the monthly fee and direct reimbursable cost in the relevant spaces above.
2. The Retainer Fee per month pursuant to the Agreement shall be the professional legal services fee of the Consultant. The aforesaid fee shall include up to and not more than 40 hours of legal advisory services rendered by the Consultant every month.
3. A Lump Sum amount for out of pocket expenses relating to coping/ mailing and travel etc. may be quoted against Item at Sr. No.2 in above table which will be paid as per terms of payment under Schedule A to Draft Contract.
4. The amount quoted against Sub Total in Sr. No.3 in above table is the competitive cost and it will be used to calculate the Financial Score.
5. The grand total is inclusive of all the applicable taxes. All these taxes (except the Sales Tax) are required to be built in the quoted rates and not be mentioned separately.
6. Any Omission or arithmetical error made by the Consultants in entering the amount against item 4 above shall also be rectified during evaluation of the Financial Proposal.



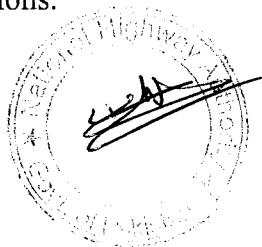
Appendix - A

Scope of Services/ Terms of Reference

The Legal Consultant shall perform services as mentioned herein below. The specific tasks and activities to be performed by the Consultant include, but are not limited to, the following:

- i. Review/drafting of significant contracts that NHA wishes to enter into and review of related documentation;
- ii. Review/drafting of significant contracts to be signed with contractors/ institutions for financing of NHA's projects;
- iii. 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;
- iv. Review/Drafting of prequalification documents for PPP Projects;
- v. Review/ Drafting of RFPs for PPP Projects;
- vi. Review/Drafting of Concession Agreements and ancillary agreements customary in Public-Private-Partnership and infrastructure Projects;
- vii. Provide advice with regard to agreements that are subject to disputes between NHA and its contractors;
- viii. Review and representation in negotiation of financing agreements in relation to RFP Projects;
- ix. Representing NHA in Negotiation with bidders/contractors/concessionaire in relation to PPP Projects;
- x. Providing advice to PPP wing and NHA in relation to relationship between NHA and Concessionaires during the lifecycle of PPP Projects.

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.



Appendix B
(Draft Contract)

This agreement is made at Islamabad on the ___ day of _____, 2019 (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 Legal consultant], [insert address], (hereinafter referred to as “**Consultant**” 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 Consultant upon the terms and conditions hereinafter set forth and the purposes stated in this Agreement;

AND WHEREAS the Consultant wishes to accept such engagement upon the terms and conditions stated hereunder:

1. Duties of the Consultant

The Consultant shall perform the following duties:

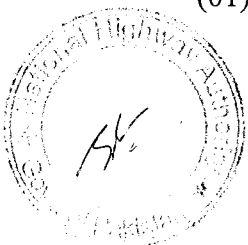
(Reproduce the duties here from the TOR)

2. Commencement of Engagement

The Agreement shall be deemed to have entered into effect as of _____, ___, 2019 (“**Commencement Date**”) and the Consultant has already commenced the Services as of the Commencement Date.

3. Term of Engagement

The Consultant shall be engaged by the Client pursuant to the Agreement till such time as the Consultant shall have completed the Services, however, the period during which the Consultant 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 Consultant remuneration/ fee, in accordance with the Services, as provided in the *Term of Payment* attached herewith as **Schedule "A"** ("Remuneration").

5. Taxation

- a. The Consultant 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 Consultant.

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 Consultant.

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)

For and on Behalf
the Consultant

Signature:
Name:
Title:
Seal:

Signature:
Name:
NIC #:
Date:

Witness:

Witness:

Signature:
Name:
NIC #:
Date:

Signature:
Name:
NIC #:
Date:



Schedule A to Draft Contract

Term of Payment

1. Fees

Retainer: Rs, _____ (Rupees _____) per month pursuant to the Agreement shall be the professional legal service fee of the Consultant. The aforesaid fee shall include up to and not more than 40 hours of legal advisory services rendered by the Consultant every month.

In addition to the above, professional fee for special projects/ assignments (on a transaction-to-transaction basis) may be separately agreed upon at an aggregate amount depending on the quantum of work involved.

2. Out of Pocket Expenses

Any out of pocket expenses relating to copying/ mailing and travel etc., shall be paid to the Consultant on actual basis. In this respect supporting documents (original) shall be provided by the Consultant to the Client along with invoice.

3. Invoices

Invoices for professional fees and out of pocket expenses shall be submitted on a monthly basis. The Remuneration shall be paid in advance before the first Thursday of every month, payment of additional professional fees and out-of-pocket expenses shall be made within three weeks of submission of invoice.



Appendix C

(Sample for Submission of Project Details)

SIGNIFICANT PROJECTS

Fill the below form for **each** project:

Assignment Name:

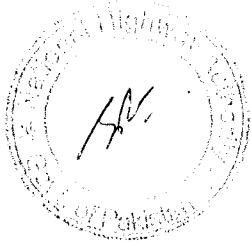
Client Name:

Project Value (PKR):

Completion Date:

Narrative Description of Project:

Description of Services provided:



Appendix D
(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 Consultant" for NHA

Dated: _____

I _____, [insert name Senior Legal Consultant], on behalf of _____ [delete in case of individual consultant] hereby declare that I/ the firm has 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 the I/the firm has 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, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or 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 consultant or firm] 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 consultant or firm] 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 Consultant _____

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

