



**REQUEST FOR PROPOSALS**

**FOR**

**PRE-QUALIFYIED LAW FIRMS TO PROVIDE LEGAL SERVICES TO STZA**

## **INSTRUCTIONS TO BIDDERS**

### **1. BACKGROUND**

- 1.1. Special Technology Zones Authority (“**STZA**”) is an autonomous body established under Special Technology Zones Authority Act, 2021 (“**Act**”). The Authority has been mandated to provide institutional and legislative support for the technology sector with internationally competitive and export-oriented structures and ecosystem, to attract FDI, to connect academia, research and technology industry, to increase the productivity and decrease the costs of production through high-tech interventions, intensive innovation and futuristic entrepreneurship, to enable job creation, to commercialize technological knowledge and more. This will be manifested through creation of Special Technology Zones (STZs) across the country bearing science and technology parks, incubation centers, R&D centers, technology production centers, universities, technical training centers etc. More details can be obtained from the Act.
- 1.2. As a newly established entity, STZA requires the operationalization of various functional departments and the implementation of best-practices throughout the organization. Accordingly, STZA seeks to services of seasoned law firms to enable STZA in performing its functions effectively, to also advise STZA on various topics concerning it and appear on behalf of STZA at various judicial forums as and when required.
- 1.3. Pursuant to the Expression of Interest published by STZA on 13<sup>th</sup> August 2021 (“**EOI**”), those law firms who applied and were found to be eligible were pre-qualified are now invited to participate in this Request for Proposal (“**RFP**”).
  - 1.3.1. This RFP is being sent only to those law firms who were pre-qualified in the EOI.
  - 1.3.2. This RFP will be conducted on a Quality and Cost Basis Model as per applicable rules and regulations.

### **2. INVITATION TO SUBMIT REQUEST FOR PROPOSAL**

- 2.1. Pre-qualified law firms are invited to submit a proposal to participate in STZA’s RFP process for engaging law firms to provide legal services to STZA. Law firms should submit their proposals, detailing their experience and qualifications in the form provided in this document.

### **3. TERMS AND CONDITIONS**

- 3.1. This RFP will be subject to the Procurement of Consultancy Services Regulations, 2010 and other applicable rules and regulations.
- 3.2. STZA will ensure all data submitted by prospective applicants is treated as confidential.
  - 3.2.1. All bidders will be expected to keep any information received from STZA confidential.
- 3.3. All expenses related to participating in this RFP will be borne by the applicants.
- 3.4. STZA reserves the right to verify any information submitted by applicants.
- 3.5. Any information which is found by STZA to be false will be ground for rejection. Any misstatement or concealment will also be grounds for rejection.
- 3.6. STZA reserves the right to at any time cancel this procurement process without notice and disclaims all and any liability in that instance.

3.7. All queries must be in writing or through email.

#### **4. DEADLINE FOR SUBMISSION AND PROCEDURE**

4.1. By 8<sup>th</sup> December, 2021, all proposals must reach the STZA office and proposals will be opened at 10:30AM on the same day at the STZA office located at:

16<sup>th</sup> Floor, New State Life Tower, F-7, Jinnah Avenue, Blue Area, Islamabad

4.2. Submission cannot be through email.

4.3. All envelopes must be sealed, include all documents required under clause 6 of this RFP and must be clearly marked:

#### **“RFP FOR ENGAGING LAW FIRMS WITH STZA”**

#### **5. TERMS OF REFERENCE**

5.1. All successful law firms will sign a contract with STZA engaging them for three years on an as and when needed basis according to the prices quoted by them pursuant to this RFP. Draft Contract is marked as Annexure C to this RFP.

5.2. All legal services will be provided according to the standards mandated in the Pakistan Legal Practitioners and Bar Councils Rules, 1976, and other applicable enactments and canons of professional conduct

5.3. Successful bidders will be required to provide legal advice on the following, and provide the following services:

- a. Compliance with local laws including but not limited to advice on constitutional issues, development authorities, regulatory bodies etc.
- b. Assisting and, if required, steering the procurement processes where required;
- c. Legal due diligence on applications for Zone Enterprise or Zone Development licenses;
- d. Assist STZA in the proper execution of agreements and suggest remedial measures in case of non-performance;
- e. Any advice required by STZA’s Board of Governors and Authority.
- f. Draft and assist in negotiations of agreements with entities in Pakistan or abroad;
- g. Contractual matters including drafting, negotiating, reviewing, vetting, finalization, execution of contracts, loan agreements with banks/financial institutions, etc. and other official documentation;
- h. Alternate Dispute Resolution matters;
- i. Successful bidders must be willing to travel throughout Pakistan to represent STZA and/or its affiliates;

- j. Providing legal opinions on any issue encountered by STZA or its emanations;
- k. Represent STZA in the Supreme Court of Pakistan, any High Court, tribunals, or any other forum in case of any litigation, arbitration or hearing either on a case-to-case fee basis, as may be agreed between STZA and the legal advisor.
- l. Any other matters, as and when requested by STZA or its Board of Governors.

## 6. DOCUMENTS

6.1. All applicants **must** submit in a sealed envelope:

6.1.1. A technical scoring rubric in the form provided in **Annex-A**.

6.1.2. A financial proposal in the form provided in **Annex-B**:

## 7. EVALUATION CRITERIA AND PROCESS

7.1. All bidders will be evaluated on a Quality and Cost Basis according to the weightage and criteria given in clause 8, 9 and 10.

7.2. The top *five* scoring bidders will be selected to advise STZA on an as and when needed basis.

## 8. TECHNICAL EVALUATION CRITERIA

*Table 1: Technical Scoring  
The Technical Score is labelled as 'T'*

#	Qualification / Experience	Max. Points
1	Experience of advising companies on corporate / regulatory / legislative / commercial / contractual / commercial, and HR matters in the past seven (07) years (2 pts. per client)	20
2	Experience of advising public sector companies / organizations in Pakistan, during past seven (07) years (5 pts. per client)	25
3	Experience of advising clients in the Engineering and/or Technological sector, during the past three (03) years (2 pt per client)	10
4	Experience in representing clients before regulators such as the SECP, NEPRA, CCP, CDA, LDA etc. in regulatory matters (2 pts. per case)	10
5	Experience in litigation and representing clients before various Courts of Law (1 pt. per case)	15
6	Experience in arbitration matters in project / contractual disputes (2.5 pt. for local arbitration, 10 pts. for international arbitration where the rules adopted were either ICC/UNCITRAL/LCIA/ICSID (or equivalent) and seat of arbitration was outside Pakistan) [Firm must have been lawyer on record for entirety of proceedings and not merely advising]	10
7	Currently listed/ranked, or having been listed/ranked at least in the previous two years, as a recognized law firm by Legal500, Chambers & Partners, or equivalent respected international legal directory or ranking agency (15 pts. for current listing)	10
<b>Total</b>		<b>100</b>

- a. Applicants who fail to submit any of the documents detailed in clause 6 or who fail to submit their details in the form provided in Annex-A will be rejected.
- b. Points for experience will be subject to the provision of references and verification of those references by STZA.
- c. Points will only be awarded for instances where the law firm was engaged.

## 9. FINANCIAL EVALUATION CRITERIA

9.1. All bidders must quote an hourly rate for the scope of work mentioned in this document according to the format given in Annex-A, clause 5 of the RFP. It shall be further noted that the services of successful bidders will be hired on an hourly basis with a maximum cap of 20 hours a month. In case services of the successful bidders are to be required beyond 20 hours, a lump-sum or hourly quotation will be obtained from the panel of law firms on a case to case basis.

9.1.1. The hourly rate must be inclusive of all taxes, fees, and any other applicable charges.

9.2. Financial proposals shall be ranked on the basis of the lowest price, with the five (5) lowest priced bidders. ranked according to the following formula:

$$\text{Cost Score (C)} = \{ (LP/P) \times 100 \}$$

LP = Lowest Price

P = Price of the applicant under consideration

## 10. COMPOSITE SCORING

10.1. Each applicant's composite score will be calculated according to the following:

$$10.1.1. \text{ Composite Score} = (T \times .6) + (C \times .4)$$

10.2. The top five scoring law firms will be selected.

**ANNEX-A**

**TECHNICAL EVALUATION**

#	<b>Qualification / Experience</b>
1	Experience of advising companies on corporate / regulatory / commercial / contractual / commercial, and HR matters in the past seven (07) years (2 pts. per client):  1. [NAME OF CLIENT]; [DATE FROM WHICH FIRM WAS ENGAGED]; [REFERENCE WITH CONTACT DETAILS]
2	Experience of advising public sector companies / organizations in Pakistan, during past seven (07) years (5 pts. per client):  1. [NAME OF CLIENT]; [DATE FROM FIRM WAS ENGAGED]; [REFERENCE WITH CONTACT DETAILS]
3	Experience of advising clients in the Engineering and/or Technological sector, during the past three (03) years (2 pt per client):  1. [NAME OF CLIENT]; [DATE FROM FIRM WAS ENGAGED]; [REFERENCE WITH CONTACT DETAILS]
4	Experience in representing clients before regulators such as the SECP, NEPRA, CCP, CDA, LDA etc. in regulatory matters (2 pts. per case) :  1. [CASE TITLE]; [CLIENT]; [DATE OF FIRST HEARING]; [REFERENCE WITH CONTACT DETAILS]
5	Experience in litigation and representing clients before various Courts of Law (1 pt. per case):  1. [CASE TITLE]; [FORUM]; [CLIENT]; [DATE OF FIRST HEARING]; [REFERENCE WITH CONTACT DETAILS]
6	Experience in arbitration matters in project / contractual disputes (2.5 pt. for local arbitration, 10 pts. for international arbitration where the rules adopted were either ICC/UNCITRAL/LCIA/ICSID (or equivalent) and seat of arbitration was outside Pakistan) [Firm must have been lawyer on record for entirety of proceedings and not merely advising]:  1. [CASE TITLE]; [FORUM AND SEAT]; [CLIENT]; [DATE OF FIRST HEARING]; [REFERENCE WITH CONTACT DETAILS]
7	Currently listed/ranked, or having been listed/ranked at least in the previous two years, as a recognized law firm by Legal500, Chambers & Partners, or equivalent respected international legal directory or ranking agency (15 pts. for current listing)  1. [YEAR]; [LEGAL DIRECTORY]

**ANNEX-B**

**FINANCIAL EVALUATION**

1. Hourly Rate: \_\_\_\_\_ per hour

I confirm that the above quoted rate is inclusive of all taxes and fees.

Sincerely,

\_\_\_\_\_  
Authorized Firm Representative

## ANNEXURE – C

### DRAFT CONTRACT (INDICATIVE ONLY)

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This Agreement (the “**Agreement**”) is made at Islamabad on [Insert Date] (the “**Signing Date**”), by and between:

1. **SPECIAL TECHNOLOGY ZONES AUTHORITY**, an autonomous statutory body established pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, with its registered office located at Special Technology Zones Authority, Prime Minister’s Office, Constitution Avenue, G-5, Islamabad, Pakistan (hereinafter referred to as the “**STZA**” which expression shall, where the context so permits mean and include its successors and permitted assigns); and
2. **[INSERT NAME]**, having its registered office located at [insert address] Pakistan (hereinafter referred to as the “**Law firm**” which expression shall, where the context so permits mean and include its successors and permitted assigns);

(STZA and the Law firm are hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”).

#### WHEREAS:

- A. STZA is established as an autonomous statutory authority by the Cabinet Division, Government of Pakistan pursuant to Section 3 of the Special Technology Zones Authority Act, 2021, to, *inter alia*, develop and regulate special technology zones in Pakistan (hereinafter collectively referred to as the “**STZs**”), to accomplish its core strategic objectives of promoting (i) technology transfer, (ii) foreign direct investment, (iii) human capital development, (iv) innovation and entrepreneurship, research and development, (v) job creation, (vi) technology exports, and (vii) technology imports substitution.
- B. The Law firm is involved in the business of *inter alia*, [insert];
- C. STZA has duly selected the Law firm in accordance with the applicable procurement laws and regulations, through its EOI dated [insert] request for proposal dated [insert] (hereinafter referred to as the “**RFP**”), to engage the Services (as defined hereinafter) of the Law firm in relation to terms of reference under clause 5 of the RFP. A copy of the RFP is attached as **Schedule A** to this Agreement.
- D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services (as defined hereinbelow) by the Law firm to STZA and the relationship between the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree as follows:

#### 1. KEY TERMS & CONDITIONS

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##### 1.1. SERVICES

- 1.1.1. The Law firm shall provide the following services:



- a. Compliance with local laws including but not limited to advice on constitutional issues, development authorities, regulatory bodies etc.
- b. Assisting and, if required, steering the procurement processes where required;
- c. Legal due diligence on applications for Zone Enterprise or Zone Development licenses;
- d. Assist STZA in the proper execution of agreements and suggest remedial measures in case of non-performance;
- e. Any advice required by STZA's Board of Governors and Authority.
- f. Draft and assist in negotiations of agreements with entities in Pakistan or abroad;
- g. Contractual matters including drafting, negotiating, reviewing, vetting, finalization, execution of contracts, loan agreements with banks/financial institutions, etc. and other official documentation;
- h. Alternate Dispute Resolution matters and legislative drafting;
- i. Represent and appear on behalf of STZA and/ or affiliates throughout Pakistan in continuation of any tasks given;
- j. Providing legal opinions on any issue encountered by STZA or its emanations;
- k. Represent STZA in the Supreme Court of Pakistan, any High Court, tribunals, or any other forum in case of any litigation, arbitration or hearing either on a case-to-case fee basis, as may be agreed between STZA and the legal advisor.
- l. Any other matters, as and when requested by STZA or its Board of Governors.

1.1.2. The STZA may also request for further services apart from those mentioned in 1.1.1 as may be required on mutually agreed terms between the Parties.

## **1.2. TERM**

1.2.1. This Agreement shall become effective on the Signing Date and shall continue for an initial period of three (3) year, unless otherwise terminated in accordance with the provisions of clause 2.1 of this Agreement (the "**Term**").

1.2.2. The Parties may mutually agree to extend the term of this Agreement for such additional period as may be agreed between the Parties, no later than three (3) months before expiry of the Term.

## **1.3. PAYMENT FOR THE SERVICES**

1.3.1. As consideration for the provision of the Services, STZA shall pay to Law firm a sum of [pkr/hour] ("**Hourly Consideration**"). STZA may also engage the law firm on a case-to-case basis for lump-sum consideration through limited tendering among the panel of law firms of STZA ("**Lump Sum Consideration**"). The Hourly and Lump Sum Consideration shall be inclusive of the prevailing withholding income tax and sales tax on services which shall be mentioned in the relevant invoices addressed to STZA if applicable.

- 1.3.2. Any other terms relating to the payment shall be mutually agreed between the Parties, subject to acceptance of the terms of the financial proposal of the Law firm in response to the RFP, as accepted by STZA, in whole or in part.

## **2. MISCELLANEOUS PROVISIONS**

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### **2.1. DEFAULT AND TERMINATION**

- 2.1.1. If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has (i) corrected the default; or (ii) if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.
- 2.1.2. Either Party may immediately terminate this Agreement in the event the other Party, in such Party's reasonable discretion, has engaged in illegal, indecent, immoral, harmful or scandalous behavior or activities that may directly or indirectly damage such Party's reputation or goodwill or violates any applicable laws both inside and outside Pakistan.
- 2.1.3. Either Party may terminate this Agreement by providing a one (1) month's advance written notice in writing to the other Party.
- 2.1.4. Upon termination under this clause above, STZA shall clear all outstanding dues for the Services carried out prior to the date of termination as per this Agreement if applicable, provided that STZA shall be entitled to refund of any part of the Consideration paid for the unfinished work, as at the date of termination.

### **2.2. CONFIDENTIALITY**

- 2.2.1. The Parties acknowledge and agree that each Party shall treat all information concerning the other Party which comes to its knowledge pursuant to this Agreement, including all documents, plans, specifications, and the subject matter contained herein and any information, whether technical, financial or commercial, or otherwise, or any activities carried out pursuant to or in contemplation of entering into this Agreement, provided by a Party hereunder (the "**Disclosing Party**") to the other Party hereunder (the "**Receiving Party**") in connection with the performance of this Agreement which is in writing or communicated by any other means, as confidential information. This confidential information shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied, unless otherwise permitted with the prior written consent of the Disclosing Party and/or required by the applicable laws.
- 2.2.2. Any subcontractor and/or third party appointed by the Law firm subject to the prior written approval by STZA, shall abide by all the confidentiality obligations of this Agreement.
- 2.2.3. The confidentiality obligations shall survive termination and/or expiry of this Agreement shall be valid for a period of five (5) years from the date of termination

and/or expiry of this Agreement.

### **2.3. FORCE MAJEURE**

- 2.3.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, force majeure events like acts of God, earthquakes, fires, floods, any act of war, act of terrorism, strikes, riots, change of law, governmental action, epidemic or pandemic.
- 2.3.2. Notwithstanding the foregoing, in the event of the occurrence of a such a force majeure event, the affected Party shall immediately notify the other Party, and both Parties shall mutually resolve the matter and reach a solution that benefits the Parties and allows the Parties to perform this Agreement to the maximum extent possible. If the Parties decide that the Services or any part thereof cannot be performed due to such an event, the Law firm shall refund the relevant portion of the Fees on a pro-rata basis that has been paid by the STZA to the Law firm for the Services that have not been performed as a result of the Force Majeure Event, if applicable.

### **2.4. REPRESENTATIONS & WARRANTIES**

- 2.4.1. Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.
- 2.4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or may be bound.

### **2.5. ASSIGNMENT AND BENEFIT OF AGREEMENT**

- 2.5.1. The Law firm shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of STZA.
- 2.5.2. STZA shall have the right, power and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to an affiliate of the STZA, in whole or in part, with prior intimation to Law firm, without affecting any rights of Law firm hereunder. Any such assignee and Law firms shall assume and agree to be bound by the terms and conditions of this Agreement, and the assignee and Law firm shall enter into such documents as may be necessary and required to bring the assignment into effect.
- 2.5.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

### **2.6. COUNTERPARTS**

- 2.6.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

## **2.7. NOTICES**

- 2.7.1. Any notice or other document to be served under this Agreement shall be in the English language and may be delivered personally, or by a recognized courier to the Party to be served at its addresses specified below or at such other address as it may have notified to the other Parties in accordance with this Article:

For STZA

Address: [insert]  
Telephone: [insert]  
Email: [insert]  
Attention: [insert]

For Law firm

Address: [insert]  
Telephone: [insert]  
Email: [insert]  
Attention: [insert]

- 2.7.2. Any notice or document shall be deemed to have been served if delivered personally or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery was made.

## **2.8. AMENDMENTS TO BE IN WRITING**

- 2.8.1. This Agreement may be amended or supplemented only by agreement in writing signed by the Parties.

## **2.9. SEVERABILITY**

- 2.9.1. The provisions of this Agreement are severable and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever, unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

## **2.10. NO WAIVER**

- 2.10.1. No failure or delay by any Party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision or condition.

## **2.11. GOVERNING LAW & DISPUTE RESOLUTION**

- 2.11.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the respective senior managements of the Parties for resolution.
- 2.11.2. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall be resolved in accordance with the provisions of the Arbitration Act, 1940. The place of arbitration will be Islamabad

only.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing Date.

<p><b>SPECIAL TECHNOLOGY ZONES AUTHORITY</b> through its authorised signatory</p> <p>Name: Designation: CNIC No.:</p> <p>[INSERT NAME] through its authorised signatory</p> <p>Name: Designation: CNIC/ Passport No.:</p> <p>in the presence of: signature of <b>WITNESSES</b></p> <p>1- Name: Address: CNIC/ Passport No.:</p> <p>2-Name: Address: CNIC/ Passport No.:</p>		<p>SIGNATURES</p> <p>.....</p> <p>.....</p> <p>SIGNATURES</p> <p>.....</p> <p>.....</p>
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