

Embassy of the Islamic Republic of Pakistan, Baghdad, Iraq

REQUEST FOR PROPOSALS (RFP) REQUIREMENT OF LEGAL SERVICES

The Embassy of the Islamic Republic of Pakistan, Baghdad intends to engage the services of an established, and experienced law firm registered / licensed from relevant Iraqi authorities for a period of 01 year extendable for another 01 year (**if required**), for provision of legal services pertaining to Pakistani nationals in Iraq.

Eligible and Interested Firms are invited to submit their proposals, in accordance with the terms and conditions given in the document "Request for Proposals" (RFP). A complete set of the RFP can be collected during office hours, from the Embassy of the Islamic Republic of Pakistan, Al Mansour Melia Hotel, Salehiya, Baghdad, Or a soft copy may be obtained by contacting whatsapp number 09647839800899.

The Interested Firms which meet the Evaluation Criteria and have the highest combined score in both the Technical and Financial Bids shall be selected for the award of the contract.

The proposals, complete in all respects, must be submitted in hard copy, not later than 12:00 noon on 10-02-2025. Technical Proposals will be opened on the same day at 1400 HRS in the presence of the Firms' representatives.

Financial Proposals of only the technically qualified Firms shall be opened at a date and time to be notified.

<u>Note</u>: The Client has the right to reject any or all bids/proposals at any time prior to the acceptance of any bid/ proposals.



REQUEST FOR PROPOSAL (RFP)

FOR

HIRING OF A LAW FIRM FOR PROVISION OF LEGAL SERVICES TO THE EMBASSY OF PAKISTAN, BAGHDAD, IRAQ

January, 2025

Embassy of the Islamic Republic of Pakistan, Al Mansour Melia Hotel, Salehiya, Baghdad, Iraq.

Section 1: Letter of Invitation

The Embassy of the Islamic Republic of Pakistan, Baghdad intends to engage the services of an established, and experienced law firm registered / licensed from relevant Iraqi authorities for a period of 01 year extendable for another 01 year (if required), for provision of legal services pertaining to Pakistani nationals in Iraq.

Eligible and Interested Firms are invited to submit their proposals, in accordance with the document "Request For Proposal" (RFP). The proposal shall be based on the Single Stage, Two Envelope Procedure (i.e., the Technical and Financial Bids are to be submitted at the same time, in separately sealed envelopes).

The Interested Parties which meet the Evaluation Criteria and have the highest combined score in both the Technical and Financial Bids shall be selected for the award of the contract.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Interested Firms (including Data Sheet)

Section 3 - Technical Proposal & Standard Forms

Section 4 - Financial Proposal & Standard Forms

Section 5 - Terms of Reference (TORs)

A complete set of the RFP may kindly be collected by Interested Firms, during office hours, from the Embassy of the Islamic Republic of Pakistan, Al Mansour Melia Hotel, Salehiya, Baghdad, Or a soft copy may be obtained by contacting whatsapp number 09647839800899.

The proposals, complete in all respects, must be submitted in hard copy, not later than 12:00 noon on 10-02-2025.

Technical Proposals will be opened on the **same day at 1400 HRS** in the presence of the Interested Firms' representatives.

Financial Proposals of only the technically qualified Firms shall be opened at a date and time to be notified.

Embassy of the Islamic Republic of Pakistan, Baghdad, Iraq.

<u>Note</u>: The Client has the right to reject any or all bids/proposals at any time prior to the acceptance of any bid/proposal.

Section 2: Instructions to Interested Parties/Firms & Data Sheet

Definitions:

- a) Client" means Embassy of the Islamic Republic of Pakistan, Baghdad, Iraq.
- b) "Contract" means an agreement enforceable by law.
- c) "Data Sheet" means such part of the Instructions to Interested Parties/ Firms that is used to reflect specific conditions of the Terms of Reference.
- d) "Day" or "day" means a calendar day, including any public holiday.
- e) "Evaluation Committee" means a committee constituted by the Ambassador, comprising not less than three officers/ officials with the purpose of evaluating the technical and financial proposals submitted by the interested parties;
- f) **"Evaluation Criteria"** means the criteria for selection mentioned in the Data Sheet Section (2) of the RFP.
- g) "Government" means the Government of Pakistan.
- h) "Instructions to Interested Parties/Firms" (Section (2) of the RFP) means the document which provides information needed to prepare the Proposal.
- i) "IP" or "IP" mean "Interested Party/Firm" or "Interested Parties/Firms" i.e Law Firms / Companies which have submitted the Proposals.
- i) "LOI" means the Letter of Invitation.
- k) "**Proposals**" means the Technical Proposal and the Financial Proposal.
- l) "**RFP**" means the Request for Proposal prepared by the Client for the selection of the Law firm.
- m) "Selected IP" means the top-ranked Firm which has been finalized after fulfilling all criteria.
- n) "Service Agreement" means agreement concluded with the selected IP.
- o) "Terms of Reference" or "TORs" means the document included in the RFP at Section (5) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client.

Instructions:

- 1. The Interested Parties/ Firms are invited to submit the technical proposal and financial proposal for the performance of services under the TORs. The proposals should be made in separate marked and sealed envelopes both for technical and financial proposals.
- 2. IPs should familiarize themselves with assignment conditions and take them into account in preparing their proposals.
- 3. IPs shall bear all costs associated with the preparation and submission of their proposals and the Service Agreement. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Service Agreement, without incurring any liability to an IP.
- 4. The Client requires the IP to provide professional, objective, and impartial advice as well as assistance in all cases and to hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests.
- 5. IP has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the IP
- 6. The Client requires IPs assignments to adheres to the highest ethical standards, both during the selection process and throughout the execution of the Service Agreement. In pursuance of this policy, the Client: defines, for the purpose of this paragraph, the terms set forth below as follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Client; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after submission of the proposal) designed to establish bid prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

- 7. The proposal will be rejected and IP will be declared ineligible for the award if it is found that the IP has, directly or through an agent, engaged in "corrupt and fraudulent practices" in competing for the Service Agreement; and
- 8. IP may request a clarification of any part of the **RFP Documents** up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet.
- 9. At any time before the submission of proposals, the Client may amend the RFP by issuing/publishing an addendum in writing. The Client may, extend the deadline for the submission of proposals at its sole discretion.

- 10. If an IP has submitted its proposals before the amendment of RFP, it is entitled to the return of unopened proposals from the Client before the last date fixed for the submission of proposals. An IP is not entitled to the return of proposal if no amendment in the RFP is made after the submission of the proposal.
- 11. The original proposal (technical and financial proposals) shall contain no overwriting. Submission letters for both technical and financial proposals should be in the format of attached Forms.
- 12. An authorized representative of the IP shall initial all pages of the original Technical and Financial proposals. The authorization shall be in the form of a written authorization accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed technical and financial proposals shall be marked "ORIGINAL".
- 13. The original Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment. The original financial proposal shall also be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment. The envelope(s) 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, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and marked as stipulated. Any violation of these instructions may lead to rejection of the proposal.
- 14. The proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 15. The Client will open the technical proposals on the date and time mentioned in Data Sheet after the deadline ends for their submission, in the actual or virtual presence of representatives of bidders, if opt to be present.
- 16. From the time, the technical proposals are opened to the time the financial proposals are opened, the IPs should not contact the Client on any matter related to its technical or financial proposals. Any effort by an IP to influence the Client in the examination, evaluation, ranking of proposals, and recommendation for award of the Service Agreement may result in the disqualification of the IP and rejection of its proposals.
- 17. The evaluation committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the Data Sheet. Each 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 TORs or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 18. After the technical evaluation is completed, the Client shall notify those IPs whose proposals are considered non-responsive to the RFP and TORs or do not meet the qualifying technical score, that their financial proposals will be returned unopened after completing the selection process and signing of Service Agreement. The Client shall simultaneously notify in writing those IPs that have achieved the qualifying technical score and inform them of the date, time

- and place for the opening of the financial proposals. The IP's attendance at the opening of the financial proposals is optional and is at the IP's choice.
- 19. The financial proposals will then be inspected to confirm that they have remained sealed and unopened. The financial proposals shall be opened by the Client in the presence of the representatives of those whose proposals have passed the minimum qualifying technical score. At the opening, the names of the pre-qualified IPs, and the overall technical scores, will be read aloud.
- 20. The negotiations with the top-ranked IP shall be limited to the issues related to, deliverables, contract duration and procedures for disbursements.
- 21. Failure in satisfying such requirements within the time fixed by the Client may entitle the Client to initiate negotiations with the next ranked IP. Representatives conducting negotiations on behalf of the ranked IPs must have written authority to negotiate and conclude Service Agreement.
- 22. If negotiations with top ranked IP fail, the Client will invite the next ranked IP whose proposals received the second highest score for negotiations.
- 23. The Client shall award Service Agreement to the selected IP and promptly notify all others who have submitted proposals.
- 24. The selected IP is expected to commence the assignment on the date specified in the Data Sheet.

DATA SHEET

1. Name of the Assignment:

Provision of Legal Services to the Embassy of the Islamic Republic of Pakistan, Baghdad.

2. Designation of the Client official:

Community Welfare Attaché, Pakistan Embassy Baghdad.

3. The Proposal Submission address is:

Community Welfare Attaché, Pakistan Embassy Baghdad, Hotel Al Mansour Melia, Salehiya, Baghdad.

- **4. Submission Deadline:** Not later than 1200 HRS noon on 10-02-2025. (No Proposal shall be accepted after the deadline, in any case whatsoever). The Technical Proposal will be opened on the last date of submission at 1400 hours.
- **5.** Expected date for commencement of legal services will be immediately upon signing of the Service Agreement.
- **6.** IPs to submit their Financial Proposal in USDs per month. <u>The Financial Proposal should, therefore, be inclusive of all applicable taxes.</u>
- 7. The 'Contract' validity shall be 01 Year from the date of signing the contract.
- **8.** Clarifications may be requested minimum seven (07) days before the submission date.
- **9.** Clarifications may be requested through following means:

In Person: Community Welfare Attaché,

Pakistan Embassy Baghdad,

Hotel Mansour Melia, Salehiya, Baghdad.

Email: cwabaghdad@gmail.com

Whatsapp: 09647839800899

10. The Proposal as well as all related correspondence exchanged by the IP and the Client shall be written in English language.

11. Eligibility Criteria

S.No	Criteria	Detail	
1	Registration / License	Proof of Registration / License as a Law Firm from relevant Iraqi authorities.	
2	Experience	a) At least five (05) years of experience of working on provision of relevant legal advisory services; particularly in criminal cases, visa and immigration related issues	
		b) Copies of signed engagement letters/ copies of previous contracts reflecting IPs experience.	
		c) Any other document establishing proof of engagement for provision of relevant legal advisory service	
3	The IPs must have a team of three (03) lawyers working	 (a) Copies of Lawyers contracts with the IP (b) Individual Licenses of lawyers from relevant Iraqi authorities. (c) Profiles /CVs of all Lawyers indicating their expertise 	
4	Office in Baghdad	The Firm must have their office in Baghdad.	
5	Facility of Translation	The Firm must possess the ability of Translation from English to Arabic which is essentially required. Profiles of Translators to be attached.	
6	The IP is not blacklisted by any government or semi government organization presently.	Undertaking on affidavit	
7	The IP is not bankrupt or insolvent	Undertaking on affidavit	
8	The IP is not in the process of winding up, nor are any of its assets/properties under the control of a receiver.	Undertaking on affidavit	

12. Technical Evaluation Criteria

S. No	Criteria	Detail	Score Assigned	Score Obtained
1	Registration / License	Proof of Registration / Copy of Valid License as a Law Firm from relevant Iraqi authorities.	05	
2	Experience	 a) At least five (05) years of experience of working on provision of relevant legal advisory services; particularly in criminal cases, visa and immigration related issues b) Copies of signed engagement letters/copies of previous contracts reflecting IPs experience. c) Any other document establishing proof of engagement for provision of relevant legal advisory service 	10	
3	The IPs must have a team of three (03) lawyers working	 (d) Copies of Lawyers contracts with the IP (e) Individual Licenses of lawyers from relevant Iraqi authorities. (f) Profiles /CVs of all Lawyers indicating their expertise 	10	
4	Office in Baghdad	The Firm must have their office in Baghdad.	05	
5	Facility of Translation	The Firm must possess the ability of Translation from English to Arabic which is essentially required. Profiles of Translators to be attached.	05	
6	The IP is not blacklisted by any government or semi government organization presently.	Undertaking on affidavit	05	
7	The IP is not bankrupt or insolvent	Undertaking on affidavit	05	
8	The IP is not in the process of winding up, nor are any of its assets/properties under the control of a receiver.	Undertaking on affidavit	05	
		TOTAL	50	

Section 3. Technical Proposal - Standard Forms

Each criteria in the Technical proposal shall be assigned a score which shall be scaled up to constitute a final Score.

Total Points for the criteria: 100 %
The minimum technical score required to pass: 60%

FORM-I

TECHNICAL PROPOSAL SUBMISSION FORM

[LETTER HEAD]

Date.

To:

Community Welfare Attaché

Pakistan Embassy, Baghdad

Dear Sir / Madam,

We, the undersigned, offer to provide the legal services for the assignment in accordance with your Request for Proposal dated and our proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the legal service related to the assignment upon signing of the Service Agreement.

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

Yours sincerely.

Authorized Signature [In full and initials]

Name and title of Signatory:

FORM 2

IP'S ORGANIZATION & EXPERIENCE

The IP should list:

- a. All engagements that demonstrate the relevant experience;
- b. Copies of signed engagement letters and/or letters from clients showing engagement of IP for provision of relevant legal advisory services;
- c. Any other document establishing proof of engagement for provision of relevant legal advisory service.

FORM 3

PROPOSED TEAM & THEIR CURRICULUM VITAE (CVs)

2. Proposed Team of Lawyers & their CVs:

No.	Name	Position in the Law Firm	Area of Expertise	Years of post-enrollment experience
1				
2				
3				
4				
5				
6				
7				
8				

8					
3. Certification: Date: [Signature of staff member or authorized representative of the staff] Day/Month/Year Full name of authorized representative:					

Section 4. Financial Proposal - Standard Forms

FORM-I

FINANCIAL PROPOSAL SUBMISSION FORM [LETTER HEAD]

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To:

Community Welfare Attaché Pakistan Embassy, Baghdad.

Islamabad.

Dear Sir:

We, the undersigned, offer to provide legal services to Pakistan Embassy, Baghdad in accordance with your Request for Proposal date and our Proposal. Our Financial Proposal for the same is attached herewith.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

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

Yours sincerely, Authorized Signature [In full and initials] Name and Title of Signatory:

FORM 2

FINANCIAL PROPOSAL

No.	Legal Services as per Terms of Reference	Fee (per month)
	Total monthly fee	USD

Note: The above quoted fee is inclusive of all applicable taxes

<u>Section 5 – Terms of Reference</u> (TORs)

The Client intends to engage the services of, and enter into a ONE (01) year contract with a well-reputed, professional and experienced law firm for provision of legal services pertaining to Pakistani nationals in Iraq.

Detailed Scope of Work:

The Law Firm shall be required to carry out any or all of the following tasks:

- i. Provide advice on all legal matters pertaining to Pakistani nationals in Iraq.
- ii. Assist in obtaining the Court orders of all convicted Pakistani nationals by Iraqi Courts.
- iii. Advise on filing appeals /further course of action for detained, under trial and convicted Pakistani nationals in Iraq.
- iv. File appeals in the relevant Courts and pursue the legal proceedings till the conclusion of cases.
- v. Assist in release of individuals arrested with valid visa /Igama.
- vi. Pursue and follow up the cases of Pakistani nationals arrested /detained despite having valid travel documents.
- vii. Assist the Embassy in deportation of detained Pakistani nationals through Iqama Directorates/detention centers.
- viii. Any other task assigned by the Embassy pertaining to legal matters of Pakistani nationals in Iraq.
 - ix. The Firm shall provide English translations of all relevant Orders/ Judgments /other legal documents to the Embassy within 03 days of issuance from the Courts / Ministries in Iraq in normal cases and within 01 day in case of urgent matters.
