**POSTAL LIFE INSURANCE COMPNAY LIMITED**

**ISLAMABAD**

**HIRING OF LEGAL ADVISER & TAX CONSULTANT**

**(BIDDING DOCUMENT)**

**POSTAL LIFE INSURANCE COMPNAY LIMITED**

**ISLAMABAD**

Rs.1000/-

**TE. NO. Proc.1-9/2024**

**Tender Form**

Note: (1) Bidders/Contractors / Vendors/ must fill in all the details as required in the form.

(2) Use Capital Letters.

Firm/ Individual Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sales Tax Registration No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner (S) Name (S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC No. of the Director/owner/Partner(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (Land Line)/Mobile ……………………………………Fax.---------------------------

E-mail: --------------------------------------------------

Authorized Signatures/ Stamp

(Chief Executive or the person Authorized to sign on his behalf)

**Attachments (Following documents are mandatory):**

1. Complete profile of the firm/individual, showing experience in similar field (information of all partners shall be mentioned)
2. Description of assignments / list of the clients.
3. Copy of registration Certificate under the applicable laws & regulations (where applicable)
4. Relevant Professional Team’s Strength and experience.
5. Copy of National Tax Number Certificate
6. Sales Tax Registration Certificate.
7. Verification of being Active on ATL from FBR website
8. Copy of CNIC of the Directors/Owner/Partners(s)
9. An affidavit on non-judicial stamp paper of Rs.100 regarding non-black list of the firm by any Government /semi-govt / autonomous body and presently no legal action is under way in any court of law against the firm.
10. Affidavit on the stamp paper that all the information/documents submitted with the proposal/tender are correct and if any information/documents found incorrect the PLICL reserve the right to disqualify the firm.

**Tender Submission Date: --------------------------------------------------**

**Bank Draft / Pay Order No: --------------------------------------------------**

**Scope of Services:**

**Hiring of Legal Adviser:**

|  |  |  |
| --- | --- | --- |
| **S #** | **Description/Services required** | **Tenure/**  **Contract** |
| 1 | Hiring of legal Adviser on Retainership and for additional services (on need basis) and will act as the Legal Adviser to the Company as laid down in the Companies (Appointment of Legal Advisers) Act, 1974 | One Year (Extendable) |
|  | **Confidentiality**  The Contractor/Bidder requires to ensure and give written representation to the Company regarding confidentiality of information of the Company.  **Scope of services:**   1. **Services required on Retainership:**   The Legal Adviser shall be obligated to provide the following Services on Retainership:   1. Acting as the statutory legal advisor of the Company and provision of name for the purpose of Regulatory return; 2. Vetting of Third Party Agreements or any amendments made therein. 3. Rendering of legal opinion and advice on Corporate or any other routine matters. 4. Vetting or drafting of correspondences/show cause notice received from SECP or any other regulatory or Government authorities. 5. Vetting or drafting of legal notices received from the Stakeholders of the Company. 6. Any other task assigned by the Company requiring the role of Legal Adviser 7. **ADDITIONAL SERVICES (on need basis):** 8. The Legal Adviser may be required to represent the Company before judicial and quasi-judicial forums in mediation, negotiation, arbitration or litigation such as Judicial courts, SECP, Insurance Tribunals, Federal Insurance Ombudsman any other legal forums. 9. Drafting of Agreements, Memorandum of Understanding and ancillary documents 10. Any other legal services with mutual consent of both parties. 11. **Technical Criteria**  |  |  |  |  | | --- | --- | --- | --- | | **#** | **Factors** | **Max. Marks** | **Evidence to be attached (where applicable)** | | **1** | **General legal Experience of corporate /**  **commercial matters (No. of years):**  1 to up to 2 years: 05 marks  More than 2 to up to 5 years: 10 marks  More than 5 years: 15 marks | 15 |  | | 2 | **Office Locations:**  Karachi or Lahore or Islamabad: 5 marks  Any two cities above: 15 marks  All cities above: 20 marks | 20 |  | | 3 | **Experience of Insurance Sector:**  1 to up to 2 years: 05 marks  More than 2 to up to 5 years: 10 marks  More than 5 years: 15 marks | 15 |  | | 4 | **Experience of Public Sector Companies:**  01 to 2 years: 05 marks  More than 2 years: 10 marks | 10 |  | | 5 | **License to practice law:**  In Lower Court and High Court: 03 marks  Additional if enrollment as an advocate of Supreme Court: 7 marks  (In case of firm all Partners) | 10 |  | | 6 | Income Tax registration | 10 |  | | 7 | **Bar council membership**  (In case of firm all Partners) | 10 |  | | 8 | **Number of clients:**  20 to 30 clients: 05 marks  Above 30 clients : 10 marks | 10 |  | |  | **Total** | **100** |  |   Point wise comments is required on ‘Technical Specification’ mentioned above and relevant documents are required to attached. Technical bid should be signed by Head/CEO/Partner of the entity and stamped.     1. **Financial Proposal**   The Legal Firm/Lawyer should provide all applicable costs:  **FINANCIAL PROPOSAL FOR LEGAL ADVISER**   1. **Services on Retainership**  |  |  |  | | --- | --- | --- | | **S. No.** | **Description** | **Monthly Retainership fee (in PKR including all Applicable Taxes.** | |  | Monthly Retainership Fee |  |  1. **Additional Services on Need Basis**  |  |  |  | | --- | --- | --- | | **S. No.** | **Description** | **Hourly rate (in PKR including all Applicable Taxes.** | | 1. | Represent the Company before judicial and quasi-judicial forums (As referred above). |  |   **Terms and Conditions for Financial Proposal:**   1. Rate quoted on vendor designed / composed document will be rejected. 2. Quoted rate should be inclusive of all applicable taxes. 3. Quoted rate shall be in Pakistani Currency. 4. Quoted rate shall be in digits and clearly readable. 5. This page i.e. financial proposal of the tender documents shall be sealed in separate envelop. 6. This page will be opened after the qualification of the Technical Proposal. 7. **Overall evaluation Criteria**   **The bid found to be the most advantageous shall be accepted as provided under Rule 36(b)(ix) of the PPRA Rules, 2004.**  To determine most advantageous bid, 80% and 20% weightages shall be assigned to Technical and Financial evaluations, respectively. (Lowest financial bid shall be benchmarked at 100% and financial evaluation of other bidders shall be performed on pro-rata basis by calculating variance with the benchmark). Within Financial evaluation 10% each weightage shall be assigned to Retainership fee and additional fee (need basis).  **Certificate**  This is to certify that I have read and completely understood the Tender Notice as well as the Terms and Conditions of this Tender Documents, and hereby accept the same.  In case of any dispute, the decision of Postal Life Insurance Company ltd. It will be final and shall not be challengeable for litigation. It is also certified that Firm or any of its sponsors/ Directors / Partners is not Black Listed by any Government Company. It is also certified that the items provided by my firm, if found sub-standard with prescribed specification on anything mis-stated deliberately, the procuring agency shall have the right to forfeit my earnest money.   |  |  | | --- | --- | | **Name of the vendor & Complete Address** |  | | **Signature** |  | | **Date & Stamp** |  | | **Phone & Mobile No.** |  | | | |

**Scope of Services:**

**For Hiring of Tax Consultants:**

|  |  |  |
| --- | --- | --- |
| **S #** | **Description / Services Required** | **Tenure / Contract** |
| 1 | Hiring of professional Tax firm /consultant on Retainership and for additional services (on need basis) | One Year (Extendable) |
|  | **Confidentiality:**  The Contractor / Bidder requires to ensure and give written representation to the Company regarding confidentiality of information of the Company.  **Scope of services:**   1. **On Retainership Basis:**   The Tax Consultant shall be obligated to provide the following Services on Retainership:   1. **Tax Routine Matters: (Income Tax, Federal Sales Tax, Federal Excise Duty & Provincial Tax on Services)**    1. Preparation and updating of tax profile of our company at Federal and Provincial tax authorities, further pursue with the relevant tax authorities for permission to change the Tax year or grant us permission to “Special tax year” for life insurance company.    2. Preparation & filing of tax returns including revised and amended return of total income based on the accounts & relevant data provided and filing with the Tax Departments (Federal and Provincial) as and when required.    3. Tax planning - Tax consultants create strategies to minimize the client’s taxable income.    4. Assistance in advance tax liability calculations.    5. Computation of tax liability, deferred tax liability as and when required.    6. Preparation and filing of sales tax monthly returns with tax authorities. Assistance in preparation of meaningful data required for such filing.    7. Preparation and filing of sales tax monthly withholding statement on the basis of data provided by the Company and assistance in preparation of such data required for filing.    8. Calculation of income tax liability in respect of monthly salary of all employees of the Company at least once in a year.    9. Review and assistance in filing / e-filing of monthly / quarterly / annual withholding tax statements based on data provided by Company.    10. Assistance in preparation of e-payments for monthly tax withheld by the Company from salaries & other payments.    11. Creation of PSIDs relating to monthly/ quarterly tax withheld by the Company from salaries & other payments.    12. Preparation of response to routine notices issued by taxation officer in respect of annual tax return and/or any other matter related to income Tax ordinance, 2001 and attendance before officer of hearing.    13. Preparation & filing of exemption applications as and when required by the Company.    14. Refund applications filing and follow up.    15. Preparation of application seeking extension in time for submission of monthly / annual tax returns if so desired by the Company.    16. Preparation of response for notices issued by tax authorities (Federal and Provincial tax authorities) and attending hearings/legal matters relating to tax at appeal and other forums including courts.    17. Any other matters relating to taxation as required by the Authority and routine tax advice on all tax matters.    18. Advice on day to day affairs related to all tax authorities    19. Deals in Appeals on different decisions of different tax authorities including stays of demands. 2. **Strategic Tax Issues:** 3. Assistance in tax planning to minimize the tax burden while remaining within the parameters of applicable tax laws. 4. Responding to day-to-day queries raised by the Company in verbal and written manner. 5. Advising Company in resolving / complying with tax matters under the Income Tax Ordinance 2001, Sales Tax Acts 1990, Federal Excise Duty Act 2005 & Provincial Taxes on Services.   **Technical Evaluation Criteria (Tax Consultant)**   |  |  |  | | --- | --- | --- | | **S.#.** | **Criteria** | **Weightage** | | 1 | Fee for the Assignment | 40% | | 2 | International Affiliation | 5% | | 3 | No. of offices | More than 3 including Islamabad: 10%  1 to 3 offices: 5% | | 4 | Engagement of consultancy as a current Tax advisory of a Life Insurance Company. | 2 or more: 25%  At least 1: 15% | | 5 | No. of Partners in the Firm – Should be members of a professional accounting body (FCA/ACA) | 10 or more: 20%  5 or more: 10% | | **TOTAL** | | **100%** |   Point wise comments is required on ‘Technical Specification’ mentioned above and relevant documents are required to attached. Technical bid should be signed by Head/CEO/Partner of the entity and stamped.  **Financial Proposal for Tax Consultant:**  The Tax Consultant should provide all applicable costs:   1. **Services on Retainership :**  |  |  |  | | --- | --- | --- | | **S. No.** | **Description** | **Monthly Retainership fee (in PKR including all Applicable Taxes.** | | 1 | **Monthly Retainership fee**  To cover all day-to-day routine matters, advices and correspondence with FBR forums, preparation of tax position & advising on tax related matters (i.e. withholding tax filling, quarterly statement of advance tax, annual returns, refund application, provincial tax, professional tax, request for exemption and tax audits) |  |  1. **Additional Services (on need basis):**  |  |  |  | | --- | --- | --- | | **S. No.** | **Description** | **Hourly rate (in PKR including all Applicable Taxes.** | | 1. | **Other contingent consultancy fee: Additional Services (on need basis)**  Hourly rates (Partner, Manager & Team) for additional service as and when required, which may not be covered above. |  |   **Terms and Conditions for Financial Proposal:**   1. Rate quoted on vendor designed / composed document will be rejected. 2. Quoted rate should be inclusive of all applicable taxes. 3. Quoted rate shall be in Pakistani Currency. 4. Quoted rate shall be in digits and clearly readable. 5. This page i.e. financial proposal of the tender documents shall be sealed in separate envelop. 6. This page will be opened after the qualification of the Technical Proposal. 7. **Overall evaluation Criteria :**   **The bid found to be the most advantageous shall be accepted as provided under Rule 36(b)(ix) of the PPRA Rules, 2004.**  To determine most advantageous bid, 80% and 20% weightages shall be assigned to Technical and Financial evaluations, respectively. (Lowest financial bid shall be benchmarked at 100% and Financial evaluation of other bidders shall be performed on pro-rata basis by calculating variance with the benchmark). Within Financial evaluation 10% each weightage shall be assigned to Retainership fee and additional fee (need basis).  **Certificate**  This is to certify that I have read and completely understood the Tender document as well as the Terms and Conditions of this Tender Documents, and hereby accept the same.  In case of any dispute, the decision of Postal life insurance Company ltd. will be final and shall not be challengeable for litigation. It is also certified that Firm or any of its sponsors/ Directors / Partners is not Black Listed by any Government Company. It is also certified that the items provided by my company, if found sub-standard, below prescribed specification on anything mis-stated deliberately, the procuring agency shall have the right to forfeit my earnest money   |  |  | | --- | --- | | **Name of the vendor & Complete Address** |  | | **Signature** |  | | **Date & Stamp** |  | | **Phone & Mobile No.** |  | | |

Tender will be received in accordance with rule 36 (b) of Public Procurement Rules-2004 issued by the Finance Division, Government of Pakistan as under:-

**SINGLE STAGE-TWO ENVELOP PROCEDURE**

1. The bid shall comprise a single package containing two separate envelopes. Each envelop shall contain separately the “financial proposal” and the “technical proposal”.
2. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
4. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened ;
5. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
6. During the technical evaluation no amendments in the technical proposal shall be permitted;
7. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
8. 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
9. The bid found to be the most advantageous shall be accepted.

**SPECIAL INSTRUCTIONS / CONDITIONS**

1. Bidders should send their offers on the enclosed Tender Form and declaration.
2. Incomplete tenders, tenders received late or tenders not conforming to the special instructions/ conditions attached with the said tender enquiry shall not be entertained.
3. The financial proposals of the firms which were found technically qualified in the light of the prescribed laid down terms and conditions by the Technical Committee will be opened. The physical demonstration of the services is also mandatory part of the technical evaluation. The Financial Proposals of the technically non-responsive firms will be returned unopened.
4. A demand draft for 2% of the financial bid i.e. 2% Annual Retainership Fee quoted as an earnest money may be deposited in favor of the Postal Life Insurance Company Limited, Islamabad in shape of Bank Draft/ Bank Guarantee and should be attached with the bid document otherwise the tender will not be accepted.
5. Security Deposit of 2% of the financial bid (Annual Retainership Fee) would be deposited by the successful vendor in shape of Bank Draft/ Bank Guarantee which will be released on expiry of term of agreement.
6. The competent authority reserves the right to accept or reject tender due to certain administrative reasons, in pursuance of PPR-2004.
7. Bank Cheques are not acceptable.
8. Vendors should avoid offering various options / alternate / models in the bids and required to quote only those items which strictly conform to the specifications, otherwise the whole bid will be rejected.
9. The rates inclusive of all the taxes should be offered.
10. The quoted prices should remain valid during the financial year of the Company ending on December 31, 2021.
11. Price quoted should be firm and final, inclusive of all taxes, Sales Tax etc. irrespective of any change in the Currency Rate, Tax or Duties etc. levied by the Government.
12. The legal/tax services shall be available within 2 working days after receiving of Purchase Order.
13. The purchaser is the Postal Life Insurance Company Limited, Islamabad.
14. Offer withdrawn / amended within the validity of the offer will be subject to punitive action.
15. Bidders must enclose with their offers declaration duly filled in sealed, signed and witnessed.
16. Any tender not in accordance with the Tender Enquiry requirements / specifications and incomplete in any respect will be ignored and rejected straightway and will not be taken into consideration irrespective of the price quoted.
17. Income Tax and other Government taxes will be deducted at source as admissible under the Government rules.
18. The competent authority has the right to recover liquidated damages unconditionally on delay in service at the rate of 2% per month or a part thereof.
19. The payments to the registered persons is linked with the active taxpayer status of the suppliers as per FBR database. If any registered supplier is not in ATL his payment will be stopped till he filed his mandatory returns and appears on ATL of FBR. Payment will be made after satisfactory receipt of services as stipulated in the tender document in sound and good condition and Bidders bill accompanied with National Income Tax and Registration Number and Income Tax exemption certificate, if any.
20. Successful bidder will have to produce sales tax invoice of the Service procured.
21. Bidders must note that the purchaser will not accept any change, addition or subtraction in the tender after the opening of tender as such complete tenders along with documents, earnest money etc. should be submitted.
22. A tenderer whose offer is accepted shall be bound to accept the supply order if placed with him on the basis of his prices within the validity of his tender failing which his earnest money will be confiscated.
23. The Tender shall be enclosed in a double cover, the outer cover shall bear the address of the office issuing the Tender Enquiry without any indication that it encloses a tender. The inner cover shall be sealed bearing the number of the Tender Enquiry and name of the respective vendor clearly marked on it. Tenders from out station must be sent by Registered Post well in time and only one tender shall be enclosed in one cover. However, the tender (s) should be furnished in one cover.
24. All Tender (s) will be opened by the Tender Committee of Postal Life Insurance Company Limited in a meeting to be held on the same day of bid.
25. The person signing the tender on behalf of the Bidders must specify his authority that is to say, whether signs as the sole proprietor, Active Managing Partner, CEO/Managing Director, Acting Director, Manager, Secretary or Representative” for the firm and if so required shall have to produce copy of the documents authorizing him to sign the tender. In the case of un-registered firms, all members or attorney duly authorized by all of them or the Manager of the firm shall sign the tender and other subsequent documents.
26. The submission of tender against the tender enquiry by the Bidders shall be deemed to having read and accepted the conditions contained in Tender Enquiry and Revised Purchase Manual 1972 and declaration having thoroughly examined the specifications, drawing and particulars specified in the tender enquiry. Further, the tenderer shall be deemed to be fully aware of the nature of services required shall be bound to accept the contract if placed with him on the basis of his prices within the validity of his tender.
27. The tenderer shall certify in his tender that services offered for supply shall be strictly in accordance with the requirements set out in the tender enquiry and order placed by the purchaser.
28. Any correction or alteration in the tender before its submission must be signed in full by the same person who is signing the tender for and on behalf of the tenderer.
29. Acceptance by the purchaser will be communicated by Fax, express letter or email of acceptance or formal acceptance of tender. In case, where acceptance is communicated by Fax or express letter or email, the formal Acceptance of Tender will be forwarded to the successful tenderer as soon as possible but the instructions contained in the Fax or express letter or email, shall be acted upon immediately.
30. The successful tenderer (contractor) shall not sublet, transfer or assign the contract or any part thereof without the written permission of the purchaser. In the event of the contract or contravening the condition (s) the purchaser shall be entitled to place the contracts elsewhere on the contractor’s account and at his risk and the contractor shall be liable for any loss or damage which the purchaser may sustain in consequence or arising due to such award of the contract.
31. The competent authority has the right to waive off in the public interest any or all the conditions set out.
32. As laid down under Finance Division D.O No. 4/47-STB/98 dated 01-09-1998 and Government of Pakistan Revenue Division, Federal Board of Revenue Islamabad’s letter No. 3(2) ST & FE/LP&E/Misc/2014/12940-R dated 3rd September 2015 the purchase of goods/ stores will be:-
    * 1. From only such person as are registered with Sales Tax Company and quote their sales tax registration number and only against the prescribed sales tax, tax invoices showing amount of sales tax.
      2. Only against the prescribed sales tax, invoices showing amount of sales tax.
      3. Only registered suppliers, who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/ services the Government Company.