

**TERMS OF REFERENCE FOR
PROVISION OF LEGAL SERVICES FOR AASANDHA COMPANY LTD**

Subject: TOR Legal Services 2024

Ref: **ASND/GA/IUL/2024/28**

Date: 26th June 2024

1. OBJECTIVES

- 1.1. The overall objective of the Legal Services is to engage a qualified external party (the “Firm”), to carry out the provision of legal services for AASANDHA COMPANY LTD

2. CONTRACT MANAGEMENT FRAMEWORK

The Services shall be undertaken under an agreement summarized as follows:

- 2.1. AASANDHA COMPANY shall engage the Firm as the assigned Legal Consultant for AASANDHA and the Firm will be required to engage their resources as an external party.
- 2.2. The Firm shall be engaged for a minimum period of 1 year on pre-defined payment terms, with the scope and deliverables assigned by the Firm and will be subject to renewal based on performance and quality of services.
- 2.3. Proposals should have a validity of 30 days from the due date for proposals.
- 2.4. Either party may terminate the agreement at any time upon a 30 day written notice to the other. If either party elects to terminate the agreement, the firm is entitled to receive just and equitable compensation for any services provided during the term of the contract.
- 2.5. The firm shall not, under penalty of immediate disqualification or termination, offer or give any gratuities, favours or anything of monetary value to an officer, employee, agent, or Board of Directors of the company for the purpose of influencing favorable disposition toward a submitted proposal for any reason.

3. SCOPE OF WORK

The Firm’s key responsibilities will comprise of the following:

- 3.1. Advice, direction and representation in legal matters of the company on an as-required basis
- 3.2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before courts.

- 3.3. Review of laws and regulations and advising the management of the laws and regulations which impact company polices and procedures of the company for compliance and improvements in internal controls
- 3.4. Engagement with relevant parties in legal cases

4. ELIGIBILITY CRITERIA

The Firm (represented through a locally registered, local firms only) should conform to the following criteria and propose a minimum of the following as part of the resident consultancy team to be available during the contract period:

- 4.1. The proposed Firm should have undertaken legal services for period **not less than 5 years** **OR** the Partners must be in legal practice for a period of **not less than 5 years**
- 4.2. The proposed Firm’s legal team should have a minimum of three (03) full-time registered and licensed lawyers actively engaged full-time at the Firm’s corporate office
- 4.3. The proposed Firm should assign one experienced Lawyer from the above criteria to act as the primary liaison and Legal Consultant for AASANDHA.
- 4.4. The assigned liaison should be available to AASANDHA and first priority representation should be given to AASANDHA, but where circumstances invalidate such arrangements, a viable alternative should be made available when required.

5. SCHEDULE OF RATES AND PAYMENT TERMS

The Firm is expected to provide their proposed price as per the given schedule of rates in compliance with AASANDHA COMPANY’s proposed payment terms as follows:

#	Monthly fee	Proposed pricing (in Maldivian Rufiyaa)	Pricing method
1	Cost per Hour	State the hourly rate to be charged for professional services. This should be quoted inclusive of taxes.	Monthly payments paid at the end of each active month

6. EVALUATION CRITERIA

The evaluation of the Firm will be weighted both in terms of the price and experience, where the scoring will be distributed as follows: Certificates/ Qualifications of Maximum 3 Key members will be used for evaluation.

6.1. Technical Expertise (30%)

6.1.1. Educational Background (10%): Relevant degree(s) in Legal services or related fields.

- Master's Degree: 5 points
- Bachelor's Degree: 3 points

6.1.2. Professional Licenses/Certifications (20%): Certifications such as Legal practice license, or equivalent.

❖ Strong team of qualified and experienced lawyers with relevant specialization. (relevant trainings in specialized areas, Maturity of Legal practicing license of key team members (atleast 2 key team members – Maximum 3 members)

- Legal practice license maturity (of each member): 10 points
 - 10 to 15 yrs: 10 points
 - 7 to 10 yrs: 7 points
 - 5 to 7 yrs: 5 points
- Relevant training in specialized areas: 10 points
 - Number of trainings (of each member):
 - 7 to 10: 10 points
 - 5 to 7: 7 points
 - 2 to 5: 5 points

6.2. Relevant Experience (15%)

6.2.1. Proven track record in providing legal services to large Companies, preferably state-owned entities.

- ❖ Firm maturity: 10 points
 - 10 yrs or above: 10 points
 - 7 to 10 yrs: 7 points
 - 5 to 7 yrs: 5 points
- ❖ Litigation of lead member (representing at higher court tiers): 5 points
 - 7 to 10 yrs: 5 points
 - 5 to 7 yrs: 3 points
 - 1 to 5 yrs: 2 points

6.3. INTERVIEW (15%)

6.4. Financial Proposal (40%)

- Cost Competitiveness (40%): Competitive fee structure relative to the market and scope of work.
- Lowest bid: 40 points

7. QUERIES

7.1. Any queries or requests for clarification should be sent in writing to the below email on or before 12:00 PM on 1st July 2024 to:

Email: tender@asandha.mv

Subject Header: Query on Legal Services

7.2. Unless notified by announcements or direct written communication, no changes will be allowed in the Bid Submission details or deadline.

8. DEADLINE FOR SUBMISSION OF BID PROPOSAL

8.1. Bid Submission Date: **03rd July 2024**

8.2. Time: **11:30 Hrs**

Vendors **must** send their Company name, contact person name, email, and number to tender@asandha.mv before **1st July 2024, 11:00hrs to register for the Bid submission.**

9. **Aasandha company will send** a web meeting link to the provided email address for bid submission. The vendor can send the bid document during the web meeting via email to tender@asandha.mv. Upload to cloud storage (Google Drive, Dropbox, OneDrive) and provide us a link via email if the bid document size is above 20MB. The vendor's bid document will NOT be accepted if the vendor is not registered for the submission or did not attend the submission meeting.

10. BID SUBMISSION

Bidders are advised to include in their bids the following standard forms as annexures.

- 10.1. Firm profile and experience
- 10.2. Detailed CVs of key team members
- 10.3. Examples of similar engagements and references
- 10.4. Comments and suggestions on the scope of Work
- 10.5. Description of the methodology for performing the assignment
- 10.6. Team composition and Tasks assignment
- 10.7. Proposed fees
- 10.8. Declaration on Ethical Conduct and Fraud and Corruption (Annex 1)

11. EVALUATION AND COMPARISON OF PROPOSALS

To assist in the examination, evaluation, and comparison of bids, Aasandha Company Limited may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered, or permitted.

Aasandha Company Limited will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

If the Bidder does not accept the correction of errors, its Proposal will be rejected.

If there is a discrepancy between words and figures, the amount in words will prevail.

The Procurement Committee will determine the substantial responsiveness of each Proposal to the Invitation to Tender. For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the ITT without material deviations.

Aasandha Company Limited's determination of a proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence. A Proposal determined as not substantially responsive will be rejected by the Aasandha Company Limited and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Aasandha Company Limited does not bind itself to accept any bid or the lowest bid.

Annex – 1

Declaration on Ethical Conduct and Fraud and Corruption

[The Bidder shall fill in and submit this form with the Bid]

We the undersigned confirm in the preparation of our Bid that:

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the Bidding Documents.
2. Should we become aware of the potential for such a conflict, will report it immediately to Aasandha Company Ltd.
3. That neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow Aasandha Company Ltd to inspect all records relating to the preparation of our bid and any contract that may result from such, irrespective of if we are awarded a contract or not.
5. That no payments in connection with this procurement exercise have been made by us or our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees, or relatives of such who are involved with the procurement process on behalf of Aasandha Company, Client or Employer.
6. We agree that Aasandha Company Ltd reserves the right to disqualify, suspend or terminate any contract or other arrangement between us and Aasandha Company Ltd, with immediate effect and without liability, in the event it is discovered that we have submitted a fraudulent bid.
7. This declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between us and the Company.

Authorized Signature: _____

Name:

Title:

Company Stamp: