



COLLEGE OF THE NORTH ATLANTIC - QATAR

REQUEST FOR PROPOSAL (RFP)

for

CNAQ-2016-21

LEGAL SERVICES



**COLLEGE OF THE NORTH ATLANTIC – QATAR
(CNA-Qatar)**
The Tender Committee announces the following Tender:

Tender Number	Tender Title	Eligibility	Document Fee Nonrefundable	Tender Bond	Closing Date
CNAQ-2016-21	Request for Proposal (RFP) Legal Services for CNAQ	Min 5 years	N/A	10%	Dec 29 th /2016

Electronic Copies can be obtained Only by Downloading from our website:

<https://www.cna-qatar.com/Connections/tenders>

Deadline for Downloading of Electronic Copies – Dec 4th – 14th, 2016

- Offers should be valid for **120** days commencing from the above closing date.
- CNA-Qatar would not be bound to accept the lowest or any other tender and is under no obligation to show reasons thereof.
- Tender bids to be submitted no later than 14:00pm (local time) of the closing date and should be in **Separate Sealed Envelopes**:
Commercial (Financial) – 1 Original & 1 Copy; and 1 Electronic (CD or USB)
Technical – 1 Original & 1 Copy, and 1 Electronic (CD or USB)
- Address Tenders to the Tender Committee, Quoting: **Tender No.**, **Tender Title & Supplier Name** (outside of Envelope)

Tender Committee
College of the North Atlantic – Qatar
68 Al Tarafa, Duhail North, (Next to Qatar University)
P.O. Box 24449
Bldg. 16, Level 1, Room 35
Doha, Qatar

- For more information contact: Prem Santhanam at 974 4495-2533(T)
Email: procurement@cna-qatar.edu.qa.

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The letter below is not to be construed in any way as an offer to contract with your firm/institution.

MANNER OF SUBMISSION

Your proposal shall comprise of the following documents:

Proposal Submission Form (SECTION VII)

Proposal must be received by the Tender Committee of CNAQ as per Tender Ad. Any proposal received after this date will be rejected. The Tender Committee of CNAQ may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective offers in writing. The extension of the deadline may accompany a modification of the Tender Documents prepared by the Tender Committee of CNAQ at its own initiative or in response to a clarification requested by a prospective offer.

You are requested to hold your proposal valid for 120 days from the deadline for submission. The Tender Committee of CNAQ will make its best effort to award the tender within this period.

All vendors who have downloaded documents and who intend to bid must register to the e-mail address below. Any requests for clarification should be referred to Mr. Prem Santhanam, e-mail: Procurement@cna-qatar.edu.qa. All replies to questions shall be copied to all registered vendors.

The Tender Committee of CNAQ requires **three (3) copies** of the proposal marked "CONFIDENTIAL" submitted to:

TENDER COMMITTEE

Purchasing, Level 1, Building 16, Rm. 35 (Tender Drop-off)

College of the North Atlantic - Qatar

Zone 68, Al-Tarafa, (Next to Qatar University)

Duhail North, Doha, Qatar

Yours sincerely,

Prem Santhanam

Procurement Officer

INTRODUCTION

The PROCUREMENT COMMITTEE - COLLEGE OF THE NORTH ATLANTIC QATAR (hereafter referred to as the purchaser) invites interested parties to submit sealed submissions in response to this **Request for Proposal (RFP) for Legal Services**

BACKGROUND

College of the North Atlantic Qatar Background (<http://www.cna-qatar.com>)

College of the North Atlantic Qatar is committed to being a high quality; student centered public post-secondary technical institution. This will be reflected through its world-class facilities, its accessible and responsive technology programs, and its contributions to technological development through partnerships with industry. It will prepare individuals to be self-sufficient contributors to sustainable social and economic development of local communities, the State of Qatar, and the region.

College of the North Atlantic Qatar will be recognized as a world-class educational institution. It will reflect quality and innovation in its programs, in its services to students, and in its response to current and future needs of individuals, business, industry, the State, and the region. Its role in human resource development will ensure that people are prepared to contribute to a diverse economy and globalization.

College of The North Atlantic offers a range of programs in the following disciplines:

- **Business**
- **Health Sciences**
- **Engineering Technology**
- **Industrial Trades Program**
- **Information Technology**
- **Academic/Access programs and English as a Second Language**

FACILITIES

The College's permanent campus located Zone 68, Al-Tarfa Next to University of Qatar, Duhail North District. Doha - Qatar consists of more than 75,000 sq. m. in 21 buildings, all linked by courtyards and walkways. The campus is designed to hold 3000 students. It features state of the art computer systems, industrial workshops and laboratories. Each program area, including Engineering Technology, Health Sciences, Information Technology and Business, have dedicated buildings intended to accommodate their own specialty shops, labs and equipment.

Male and female students have separate cafeterias, student lounges, and recreational areas with swimming pools. Common spaces include public lobbies, café's, libraries, classrooms, laboratories, auditoriums and courtyards. Traditional elements and modern design have merged in a unique architectural concept. The basic goals of the design are to provide for a friendly and comfortable environment that is conducive to study, learning and communication, and to deliver an exterior and interior design that is memorable and worthy of the institution.

SECTION I

TERMS OF REFERENCE (TOR)

1.0 CNAQ Background

CNAQ in Doha, Qatar has a requirement to appoint a common law firm to provide legal services to CNAQ.

The appointed law firm is to perform a full range of legal services related to, but not limited to advising, consulting and representing at various levels of court in the State of Qatar in various areas of law.

CNAQ recognizes the importance of confidentiality of the data provided in the proposal information and accordingly, the selected law firm will keep confidential all dealings with CNAQ.

It should be noted that CNAQ is not committed to selecting any of the submitting proposals. Furthermore, CNAQ is not obliged in any way to selecting the agent offering the lowest price.

Quality of services and value for money are the principal selection criteria. You are to indicate what arrangements you would propose to meet the principal selection criteria.

2.0 OBJECTIVE

The contract with the selected law firm would cover the provision of legal services specified below:

3.0 THE SCOPE OF SERVICES

3.1 Legal Services

CNAQ is looking for a Law Firm that can provide professional, highly qualified legal services that includes, but is not limited to the following provision of Legal services under this RFP

Provision of legal services required will include but are not limited to the following:

- A. Provide advice and legal support on various areas of the law in the State of Qatar that can pertain to an entity such as CNA-Qatar
- B. Represent CNA-Qatar in litigation, as requested and when required as it relates to various areas of law in the State of Qatar under Civil trials carried out in the following Courts:
 - Court of First Instance
 - Court of Appeal
 - Court of Cassation
 - Court of Execution
- C. Provide advice and guide on other various legal issues, including but not limited to: End of Service Contract Eligibility, potential conflict of interest situations, statute and legal interpretations as needed.
- D. Provide such other legal services as may be requested by CNA-Qatar from time to time.
- E. The following are some areas of law that CNA-Qatar could consult with the law firm; however, the list is not exhaustive. CNA-Qatar shall at times consult with the law firm on other areas of law as applicable and as situations may arise:

AREAS OF LAW TO BE COVERED

- Administrative Law – Procurement, State law, Public sector, etc
- Constitutional Law – legislation, policies
- Intellectual Property Law – trademarks, copyright, designs, etc.

- Property Law – buildings, lease, service contracts.
- Technology Law – development, purchase, use of technology agreements, etc.
- Tax Law – Commercial Vendor Tax issues , Local, GCC, international
- Commercial Litigation – all areas of commercial law
- Employment Law and Litigation- End of Service Contract Eligibility

RULES REGARDING CONTACT

The proposal period begins on Dec 4th, 2016 and ends on Dec 29th, 2016. CNA-Qatar reserves the right to request additional information from any or all-responding legal counsel to assist it in its evaluation process.

However, during the proposal period, no responding legal counsel or any person acting on behalf of a responding legal counsel may contact CNA-Qatar Board, Committee or any individual staff member, other than the procurement dept. via the email address procurement@cna-qatar.edu.qa as specified below. No responding legal counsel may, at any time, attempt to influence the evaluation other than by a properly submitted response to this RFP or to a formal request for information or presentation.

Current legal service providers who are responding to this RFP are expected to limit their contact only for business transactions to CNA-Qatar employees with whom they ordinarily interact and to avoid direct contact with CNA-Qatar Board, Committee or any individual staff member during the proposal period.

Violation of these rules of contact constitutes grounds to reject the proposal of any offender

3.2 HOURS OF OPERATION

- a. Working hours must be from Sunday until Thursday between 7.30am and 3.00pm. If services or assistance needed upon request from CNA-Q, either after hours or holidays, the broker or brokerage firm shall make necessary arrangements to provide full service that is agreed upon without any additional cost to CNAQ
- b. The law firm shall notify CNAQ on the names and telephone numbers of staff who are available during and after business hours, on weekends and holidays to provide or assist with services if needed, for official and emergency reasons.

3.3 REPORTING

Reporting will be done to the Human Resources Manager of CNA-Qatar & CNA-Qatar Vice President of Finance and Administration

3.4 LAW FIRM'S QUALIFICATION-

The Law Firm shall have all the necessary qualifications needed to handle requirements of being a law firm in the State of Qatar. The law firm must be registered and authorized by the appropriate authorities in Qatar to perform the duties as a law firm. The law firm must be appropriately qualified for which evidence must be provided and must have qualified staff. Evidence of which shall be provided in the technical bid during submission of the tender

3.5 TERMS OF PAYMENT

- a. Payment will be made within 30 (thirty) days after the receipt of invoice, which shall be submitted only after completion of the services and only after CNAQ has certified that the services have been satisfactorily performed by the law firm

3.6 CONTRACT

- a. Subject to the provisions of sub-clauses, the initial duration of this contract shall be for a period of twelve (12) months from the date hereof, provided always that this contract shall automatically be renewed annually subject to the approval at the sole discretion of CNAQ for a further four years, unless either party has given a one (1) month notice prior to the date on which the contract is due to expire of its intention to terminate the contract. This will be subject to periodic audit of law firm's performance that shall be conducted via performance audits; the first one of such audit to be conducted upon

the completion of the first six (6) months of the contract. Yearly renewability of contract shall be subject conditions of satisfaction by CNAQ executives and Human Resources Manager.

- b. Notwithstanding the proceeding paragraphs, CNAQ reserves the right to terminate the contract at any time in accordance with the General Conditions of Contract (SECTION IX).

- c. CNAQ also reserves the right to award only a portion of the requirements and/or to award separate or multiple contracts for any services or groups of services covered by this request for proposal (RFP) in any combination it may deem appropriate at its sole discretion. CNA-Qatar also reserves the right to remove one or more of the services from consideration for this contract should the evaluation show that it is in CNA-Qatar's best interest to do so. This RFP does not obligate CNA-Qatar to complete the RFP process. CNA-Qatar reserves the right to amend any segment of the RFP prior to the announcement of a selected firm. In case of such amendment, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. CNA-Qatar may negotiate additional provisions to the contract awarded under this RFP.

SECTION II

INSTRUCTION TO BIDDERS

1.0 INTRODUCTION

1.0.1 General

This document provides information on how to prepare proposals and apply for required services for the “**Legal Services**”.

1.0.2 Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of the proposal. CNAQ will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

2.0 TENDER DOCUMENTS

2.0.1 Contents of Tender Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this tender document. Failure to comply with these documents will be at the bidder’s risk and may affect the evaluation of the proposal.

2.0.2 Clarification of Tender Documents

Questions/ Vendor Registration

All vendors who have downloaded documents and who intend to bid must register to the e-mail address below.

All questions pertaining to this bid document should be addressed to: **Procurement@cna-qatar.edu.qa** - tender committee no later than **Dec, 18th 2016** after this date no further inquiries, concerns or questions may be submitted. CNAQ reserves the right to distribute in writing to all other registered bidders a notice of content of any inquiry and CNAQ’s response, if any. All questions pertaining to this bid document must be submitted in writing.

Important Dates:

Closing Date & Time: Dec 29th, 2016 at 14:00:00 (local time).
Closing shall be as advertised or as per the notice to tenderers if there is an extension applicable.

SITE MEETING : A site meeting will be held to clear any doubts with respect to this proposal. The site meeting is held: Dec 14th/2016 from 9:00AM-11AM

Questions: All questions must be submitted by **Dec 18th th, 2016 by 10:00 a.m.**

Answers: Questions will be answered by **Dec 21st, 2016.**

2.0.3 Amendments of Tender Documents

At any time prior to the deadline for submission of proposals, CNAQ may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. Notification of all amendments will be sent to all registered bidders.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, CNAQ may at its discretion extend the deadline for the submission of Proposals.

Bid Irregularity

A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be in the sole direction of CNAQ.

Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could have an unfair advantage over competitors. CNAQ will reject any bid which contains a major irregularity.

3.0 PREPARATION OF PROPOSALS

3.0.1 Language of the Proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the proposal exchanged by the bidder and CNAQ

shall be written in the English language. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the proposal, the English translation shall govern.

3.0.2 Documents Comprising the Proposal

The Proposal shall comprise the following components:

- Proposal Submission Form (SECTION VII)
- Technical Proposal Format (SECTION V)
- Commercial (Financial) Schedule (SECTION VI)

3.0.3 Technical Proposal Format

The Bidder shall structure the Technical part of the proposal according to format in SECTION V of this RFP. The Technical Proposal will be evaluated against the criteria detailed below of this instruction assisted by the following subheadings: "Approach", "Work Plan", "Reporting", "Technical Quality Review Mechanism", "Other" and "Work Plan" . Below is a brief description of each section that is to be expected and required by the bidder to complete in SECTION V .

: Approach

This section should demonstrate the Bidder's responsiveness to the selection criteria by elaborating in detail, point by point, the services offered and demonstrating whether the proposed process meets or exceeds the requirements.

A. Work Plan

This section should demonstrate the bidder's detailed implementation plan and chronological list of events to warrant a smooth transition and implementation.

B. Reporting

This section should detail out the mechanisms proposed for reporting to CNAQ. It should reveal how the bidder would maintain a profile of CNAQ's legal need. This section also requires you to show how you will communicate pertinent information to CNAQ with respect to legal updates?

C. Technical Quality Review Mechanisms

This section shall detail out the bidder's internal technical and quality review mechanisms as well as complaint management system and how quickly can updates and pertinent information be made and the person's responsible to address complaints and communicate updates/pertinent information to CNAQ.

D. Other

This section must states what additional services and benefits makes your organization unique.

E. Work Plan

This section requires the bidder to show a detailed implementation plan, including specific actions and time length to warrant a smooth transition ensuring no service disruption takes place at CNAQ if you win as the selected law firm. Provide a chronological list of events and/or tasks that would be involved from accepting your tender to successful implementation.

The Technical proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Commercial (Financial) Schedule.

It is mandatory that the bidder's proposal numbering systems correspond with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the proposal/response.

Information that the bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

3.0.4 Commercial (Financial) Schedule

The bidder shall include an appropriate Commercial (Financial) Schedule, an example of which is contained in this tender document, detailing the prices of services it proposes to supply under the contract.

3.0.5 Proposal Currencies

All prices shall be quoted in QR (Qatar Riyals) and must be specified and shall be properly itemized where needed.

3.0.6 Period of Validity of Proposals

Proposals shall remain valid for one hundred twenty (120) days after the date of proposal submission prescribed by CNAQ, pursuant to the deadline clause. A proposal valid for a shorter period may be rejected by CNAQ on the grounds that it is non-responsive.

In exceptional circumstances, CNAQ may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

3.0.7 Format and Signing of Proposals

The bidder shall prepare **three (3) copies** of the proposal (1 original and 1 copy and 1 USB or CD), clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern. The original copy of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

3.0.8 Payment

Payments will be made directly by CNAQ to the selected law firm after acceptance of the invoices submitted by law firm, based on benchmarks and agreed deliverables in the contract and technical/commercial (financial) proposal submitted by the law firm, along with a satisfactory approval by the respective departmental individuals who the law firm will be reporting.

4.0 SUBMISSION OF PROPOSALS

4.0.1 Sealing and Marking of Proposals

The bidder shall submit the proposal in sealed envelopes, as detailed below and addressed to:

**Tender Committee
College of the North Atlantic – Qatar
PO Box 24449**

**Bldg. 16, Level 1, Room 35 (Tender Drop-Off)
68 Al Tarafa Street, Duhail North (next to Qatar University), Doha
Telephone: 974-4495-2533**

Tender No: CNAQ-2016-21 RFP – LEGAL SERVICES

b. Envelopes shall indicate the Name of the Bidder & Tender No.

Envelopes shall contain the Technical proposal (1 original, 1 copy, 1 USB or CD) and the Commercial (Financial) Schedule -1 original, 1 copy, 1 USB or CD), duly identified as such.

Note: If envelopes are not sealed and marked as per the instructions in this clause, CNAQ will not assume responsibility for the Proposal's misplacement or premature opening.

4.0.2 Deadline for Submission of Proposals

Proposals must be received by CNAQ at the address specified in the tender document. CNAQ may, at its own discretion extend this deadline for the submission of proposals by amending the tender documents, in which case, all rights and obligations of CNAQ and bidders previously subject to the dateline will thereafter be subject to the dateline as extended.

4.0.3 Late Proposals

Any proposal received by CNAQ after the deadline for submission of proposals will be rejected.

4.0.4 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by CNAQ prior to the deadline prescribed for submission of Proposals.

The bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause deadline for submission of proposals. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No proposal may be modified subsequent to the deadline for submission of proposals.

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity

specified by the bidder on the Proposal Submission Form.

5.0 OPENING AND EVALUATION OF PROPOSALS

5.0.1 Opening of Proposals

CNAQ will open the proposals in the presence of a Committee formed by Finance, Procurement, and respective technical team.

5.0.2 Clarification of Proposals

To assist in the examination, evaluation and comparison of proposals, CNAQ may at its discretion, ask the bidder for clarification of its proposal. 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.

5.0.3 Preliminary Examination

CNAQ 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, the lower price shall prevail and the higher 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.

Prior to the detailed evaluation, CNAQ will determine the substantial responsiveness of each proposal to the request for proposals (RFP). For purposes of these clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. CNAQ'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 CNAQ and may not subsequently be made responsive by the bidder by correction of the non-conformity.

5.0.4 Evaluation and Comparison of Proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the Technical proposal being completed prior to any

Commercial (Financial) proposal being opened and compared.

5.0.5 Commercial (Financial) Evaluation

Commercial (Financial) proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher 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.

6.0 AWARD OF CONTRACT

6.0.1 Award Criteria, Award of Contract

CNAQ reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for CNAQ's action.

CNAQ reserves the right to split an award/awards to any proposers in any combination, as it may deem appropriate without prior written acceptance of the proposers.

Prior to expiration of the period of proposal validity, CNAQ will award the contract to the qualified Bidder(s) whose Proposal after being evaluated achieved the highest combined score of Technical and Commercial (Financial) bid.

The General Conditions of Contract (SECTION IX) shall form a part of the contract should CNAQ accept your proposal. Any such contract will require compliance with all Terms and Conditions that are stipulated in SECTION VIII.

6.0.2 CNAQ's Right to Vary Requirements at Time of Award

CNAQ reserves the right at the time of award of contract to vary the quantity of services specified in the RFP without any change in unit prices or other terms and conditions up to 10% of proposed cost.

6.0.3 Signing of the Contract

Within seven (7) days of receipt of the contract the successful Bidder shall sign and date the contract and return it to CNAQ.

SECTION III

REASONS FOR BID REJECTION

Bids and proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. This Request for Proposal contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids or proposals are rejected by CNAQ. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- The bid is handed in after the deadline for submission.
- Bids not submitted to correct physical or electronic address. Note that the address for bid submission is different to the address for bid questions.
- In a request for proposals, Technical and Commercial (Financial) information is contained in one envelope.
- The proposal is not signed as per the instructions in the RFP.
- No sufficient documents have been provided.
- Documents provided are not in English.
- Documents provided not directly addressing each point of the evaluation criteria.
- Bids do not offer services which have been specifically requested by CNAQ in the Terms of Reference (TOR).
- Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the RFP.

The above examples illustrate some errors which may be made by bidders; however, this is not an exhaustive list. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

SECTION IV

SELECTION CRITERIA

Objective of the proposal evaluation process. The evaluation process will be structured to secure highly skilled, diligent, responsive and experienced professional personnel who will be effective in providing high quality legal services that CNA-Qatar desires. The primary objective of the evaluation process is to select a firm that:

- clearly demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities entailed;
- possesses adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise;
- assigns highly skilled, experienced, diligent, responsive, and professional personnel to perform the required duties;
- maintains high ethical standards and reputation;
- is competitive in terms of fees; and
- has no conflict of interest existing between CNA-Qatar and other clients.

*CNAQ shall evaluate the law firm based on the below mentioned criteria. It is important to provide necessary evidence to support claims made against the selection criteria and requirements. The law firm must seek in every possible way to show evidence that will help facilitate the evaluation. **Failure to do so can result in the rejection of the bidders' bid proposal***

Proposal Contents

Any firm responding to this RFP must submit its proposal via tender process as outlined in the tender advertisement. A specific outline must be followed in order to facilitate CNA-Qatar's review and evaluation of the responses received. A response to this RFP must include the following sections in the order listed:

1. Transmittal letter
2. Executive Summary
3. Firm's Expressed Understanding of the Services Required
4. Firm's Detailed Cost Projection – See sample in commercial format section (This must be submitted in the commercial section and not placed in the technical submission)

5. Firm's Responses to the Questions set forth below.

RFP SELECTION CRITERIA QUESTIONS

A. Background:

1. Briefly describe your firm's background, size, and history pertinent to the requested services in this RFP. Indicate which office will service CNA-Qatar.
2. Describe the relevant special services your firm provides, particularly those that may not be offered by other law firms.
3. Within the past three years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? If so, please describe.
4. What is your firm's experience in dealing with End of Service Gratuity Cases under the State of Qatar Law? Provide summary of years of experience, number of cases, outcome.
5. Describe the on-line services, publications and other resources maintained by your firm that deal with employment law, including subscription services and periodicals. Will any of these resources be available to CNA-Qatar staff?
6. Are there any potential conflict of interest issues for your firm in servicing CNA-Qatar? If so, describe them and advise how your firm identify and manage conflicts of interest.
7. Within the last five years, has your firm, or a partner or attorney in your firm, been involved in litigation or other legal proceedings relating to the provision of legal services? If so, provide an explanation and indicate the current status or disposition of the proceedings.
8. List any professional or personal relationships your firm's attorneys may have with the board, committee, and or staff members of CNA-Qatar.
9. List all attorneys you would expect to render legal services to CNA-Qatar if your firm is engaged to serve as outside counsel and the

area(s) of specialization of each. Describe the role of each attorney who would be assigned to CNA-Qatar.

10. Describe your legal team's experience with work performed for clients. State whether or not the attorneys assigned to this team have any responsibilities other than providing legal services, and if so, specify such responsibilities.

11. Please describe your firm's backup procedures in the event one of more attorneys assigned to CNA-Qatar leave the firm. Identify the key attorney who will be the primary contact and lead counsel in providing services to CNA-Qatar, whose continuing status as such is an essential element of any contract.

B. References:

Provide three client references for whom your firm has performed work similar to that requested in this RFP. Provide each client's in-house counsel's (or, if none, CEO's) name, address and telephone number.

C. Previous Clients:

Identify all public sector clients who have terminated their working relationship with you in the past five years and a brief statement of your understanding of their reasons for doing so. Provide each such client's in-house counsel's (or, if none, CEO's) name, address and telephone number.

D. Insurance and liability:

1. What limitation on liability, if any, do you impose through your contract?
2. Describe the levels of coverage for legal malpractice insurance and any professional liability insurance your firm carries. List the insurance carrier(s) and each carrier's rating by a nationally recognized service.
3. Describe your firm's disaster recovery plan and facilities.

E. Fees:

Describe in detail the billing rates, practices and policies of your firm that would apply if your firm were engaged to serve as CNA-Qatar counsel. (Please see also see format in the commercial, which is to be submitted in the commercial section)

F. Appendices:

Appendix A – Biographies

Include biographies for all attorneys listed in your proposal. Indicate what year each attorney joined your firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations dealing with the representation of public pension clients.

Appendix B – Sample Contract or Agreement

Attach a sample contract or agreement your firm uses for legal services.

G. Other Information:

Describe any other processes, and provide any additional information, that you believe to be relevant to this RFP and your capability to provide the services requested.

AGENCY CONTACT AND SELECTION PROCESS

Following a review of submitted materials, selected firms may be requested to make a presentation to the CNA-Qatar Executive to elaborate on their proposal.

SECTION V

TECHNICAL PROPOSAL FORMAT

Note: Technical Proposals not submitted in this format may be rejected. The whole Technical Proposal should be no more than 15 pages long (excluding CVs). Commercial (Financial) Schedule MUST be in separate envelope.

Name of Organization / Firm:	
Country of Registration:	
Contact Person for Quotation:	
Address:	
Phone / Fax:	
Email: *Mandatory*	

Section 1: Proposed Approach & Work Plan

1.1 Approach:

This section should demonstrate the bidder's responsiveness to the Terms of Reference (TOR) by elaborating in detail, point by point on how the bidder intends to meet the scope of services listed above. In order to prove this, bidders must provide necessary evidence to support the requirements of the selection criteria that will be used to assess bidders. Bidders are allowed to use any format as they please to provide evidence; however, the format must be organized, easy to refer, chronological and address what is being asked for. Documentary evidence provided to substantiate claims must be authentic. *Falsification of documents will result in the automatic disqualification of the bidder*

1.2 Reporting

Please provide a brief description of the mechanisms proposed for reporting to CNAQ, including a reporting schedule. Please also describe how would you maintain a profile of CNAQ's legal needs? And how do you communicate pertinent information to CNAQ with respect to legal updates?

1.3 Technical Quality Review Mechanisms

The proposal shall also include details of the bidder's internal technical and quality review mechanisms as well as complaint management system and how quickly can updates be made? Who is responsible?

1.4 Other

State additional services and benefits that make your organization unique.

1.5 Work Plan

Provide a detailed implementation plan, including specific actions and time length to warrant a smooth transition ensuring no service disruption takes place at CNAQ if you win as the selected law firm. • Provide a chronological list of events and/or tasks that would be involved from accepting your tender to successful implementation.

Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. Signature

SECTION VI

COMMERCIAL (FINANCIAL) SCHEDULE FORMAT

1. The Commercial/Financial Schedule must provide a detailed cost breakdown for each service, commission and any miscellaneous charges being provided by the bidder. This section is critical for evaluation purposes. The bidder may propose based on their own format or as per the format below. Format presented must be organized for evaluation purposes
2. The components comprising the total price must provide sufficient detail to allow the CNAQ PROCUREMENT to determine compliance of offer with requirements as per Terms of Reference (TOR) of this RFP.
3. All prices/rates quoted must be inclusive of all taxes and currency is QAR.
4. The format provided shall be used as a model in preparing the Commercial/Financial Schedule.
5. In case of discrepancy between unit price and total price, the lower price shall prevail and the higher price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected.
6. Commercial/Financial Schedules not submitted in this format may be rejected.

SIGNATURE OF COMMERCIAL/FINANCIAL PROPOSAL

The Commercial/Financial proposal should be authorized and signed as follows:

“Duly authorized to sign the proposal for and On behalf of” (Name of Organization):

Signature/Stamp of Entity/Date:

Name of representative:

Address:

Telephone/Fax:

Email:

Important Note: Please complete this section in full, using 'N/A' where it does not apply.

1.1 About Your Company:

Registered Name:		
Trading Name:		
Parent Company Name:		
Subsidiary Name (s)		
Other Business interests:		
Number of Years Trading:		
Number of Employees:	Qatar	Rest of World

1.2 Licenses and Memberships Held:

Licenses:		YES / NO
Memberships:		Yes/No
Other (specify)		

1.3 Service & Quality Accreditation

Please Specify	

1.5 Copy of your latest 3 years audited accounts attached:

	<u>Yes / No</u>
--	-----------------

1.7 Detailed cost breakdown for legal service to be provided. SERVICE, ANY MISCELLANEOUS CHARGES TO BE PROPOSED BY BIDDER ALONG WITH ANY CONDITIONS. Bidder may duplicate the below format, if space is not available and/or may augment this format with more lines needed to propose their offer; however, it is the responsibility of the bidder to ensure any augmentation of lines or added services must be in an organized manner for the evaluators to evaluate. NOTE: This section is critical as this will determine your commercial offer. Bidders must make every effort to explain and detail out fees applicable and must not leave evaluators to guess.

Item #	Item/Service Description	QR Rate per hour	Minimum Fee	Maximum Fee	Comments
1	Court of Instance				
2	Court of Appeal				
3	Court of Cassation				
4	Court of Execution.				
5	Proposed Fees for Service				
6	Lawyer – Managing/Senior Partner				
7	Lawyer - Partner				
8	Lawyer – Senior Associate				

9	Lawyer - Associate				
10	Paralegal/Assistant/Government Liaison Officer				
11	Other Costs (Please itemize, if any)				
TOTAL					

SECTION VIII

(Below Agreement serves as a **draft only**, modifications including final terms and conditions will be agreed upon before signing)

STANDARD AGREEMENT between CNAQ and

_____ **For the**

Provision of Legal Services ("LS")

THIS AGREEMENT is made this _____ day of _____, 2016, by and between College of the North Atlantic - Qatar (hereafter, "**CNAQ**"), and _____, a company organized under the laws of _____, and having its principal offices located at _____ (hereafter, the "**Law Firm**").

WITNESETH

WHEREAS, CNAQ, seeks a highly qualified, Law firm to provide full and comprehensive Legal Services to CNAQ's requirement and has issued a Request for Proposals ("**RFP**") dated _____;

WHEREAS, the Law Firm represents that it is a fully accredited firm authorized to conduct business in the State of Qatar by the respective authorized bodies and is familiar with the requirements of CNAQ, and has responded to CNAQ's RFP by a Legal Services Proposal ("**LSP**") dated _____, Annex A to this Agreement;

WHEREAS, the Law Firm is qualified, ready, and able to provide Legal Services in accordance with this agreement.

Definitions:

For the purpose of this agreement, the capitalized terms shall have the following meaning:

"**Associated**" shall mean CNAQ and the other organizations of the CNAQ system, requesting services under this Agreement (a list of participating to be provided to the Law Firm).

"**Authorized Representative**" shall mean, any person designated by CNAQ in writing to request Legal Services.

"**Country**" shall mean, Qatar.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1: Scope of the Agreement

- 1.1** This agreement is a contract for the provision of legal services such as, but not limited to, advising, guiding, educating and representing at various levels of court in the State of Qatar, (hereafter the "Legal Services") by the Law Firm.
- 1.2** Legal services shall include guiding, advising, informing on new laws and changes in laws or legislation that will impact CNAQ, representing CNAQ at various levels of court in the State of Qatar and other related services that may arise during the course of the contract, attend meetings to teach and inform CNAQ staff members, including CNAQ executives about impact of laws on CNAQ, if required

ARTICLE 2: Responsibilities of the Law Firm:

- 2.1** Legal services, as may be requested by CNAQ shall include those services stated in the Terms of Reference, e.g.:
- a. Provide advice and legal support on various areas of the law that can pertain to an entity such as CNA-Qatar
 - b. Represent CNA-Qatar in litigation, as requested and when required.
 - c. Provide advice on other various legal issues, including but not limited to: End of Service Contract Eligibility, potential conflict of interest situations, statute and legal interpretations as needed.
 - d. Provide such other legal services as may be requested by CNA-Qatar from time to time.
 - e. The following are some areas of law that CNA-Qatar could consult with the law firm; however, the list is not exhaustive. CNA-Qatar shall at times consult with the law firm in other areas of law as applicable:

AREAS OF LAW TO BE COVERED

- Administrative Law – Procurement, State law, Public sector, etc
- Constitutional Law – legislation, policies
- Intellectual Property Law – trademarks, copyright, designs, etc.
- Property Law – buildings, lease, service contracts.
- Technology Law – development, purchase, use of technology agreements, etc.
- Tax Law – Commercial Vendor Tax issues , Local, GCC, international
- Commercial Litigation – all areas of commercial law
- Employment Law- End of Service contracts,

f. To provide legal services and representation on an as and when required basis as it relates to various areas of law in the State of Qatar under Civil trials carried out in the following Courts:

- Court of First Instance
- Court of Appeal
- Court of Cassation
- Court of Execution

ARTICLE 4: Compensation to the Law Firm

4.1. CNAQ shall make payments to the Law Firm within thirty (30) days after the receipt and certification of the Law Firm's invoice provided that CNAQ has certified that the Legal Services has satisfactorily performed by the Law Firm.

ARTICLE 5: Finances and Accounts

5.1 CNAQ reserve the right to withhold any monies should it be proven that the Law Firm deliberately caused CNAQ to incur a loss, falsified invoices or any act that can be deemed fraudulent. Such retention shall not lead to either the suspension or termination of this Agreement. The amount thus shall be withheld.

5.2 The Law Firm shall also provide updated information on Legal Services provided when requested by CNAQ in writing for budgeting purposes.

ARTICLE 6: Representation and Warranties

6.1 The Law Firm represents and warrants that Legal Services offered to CNAQ shall be in accordance with this agreement and consistent with the Purchase Order.

6.2 CNAQ shall have the right to perform pre or post audits, through its own staff or through independent auditors if needed in order to assess the Law Firm's compliance with this agreement. In the event that CNAQ warns on a number of occasions on the Law firm's lack of compliance to the agreement. CNAQ shall have the right to immediately terminate this agreement.

6.3 CNAQ neither represents nor guarantees a minimum number of Clients to the Law Firm.

ARTICLE 7: Duration

7.1 This agreement shall be in full force and effect for a period of _____ year(s) from _____ to _____ unless terminated by CNAQ on provision of Thirty (30) days notice and in writing.

7.2 This agreement shall be renewable by mutual agreement of the Parties and in writing.

ARTICLE 8: Notices

Any notice or other communication required under this agreement shall be in writing and deemed to be property given upon receipt by the addressee at the address mentioned on the first page hereof, unless otherwise agreed.

ARTICLE 9: Confidentiality

The Law Firm shall not disclose for any purpose (unless required by law or judicial order) any information provided by CNAQ to any entity under the present agreement.

ARTICLE 10: General Provisions

10.1 The Law Firm shall provide CNAQ with a performance security in a form of Bank Guarantee in an amount equivalent to 10 percent (10%) of the total amount of this contract or an amount to be determined, but shall provide the Bank Guarantee within thirty (10) days from the receipt of Letter of Award by the Law Firm. Payments under the contract are contingent upon receipt and acceptance by CNAQ of the bank guarantee issued by an authorized, registered Qatar bank.

10.2 Prior to issuing the bank guarantee, the Law Firm shall supply for the approval of CNAQ, details of the bank's rating (which shall be level "A" or above).

10.3 The period of validity of the bank guarantee shall be 120 days after the completion of services and acceptance of the final report. In the event that there is unforeseen delay in the contract implementation, the period of validity of the bank guarantee shall be extended for a period equal to the period of the delay.

10.4 The Bank Guarantee shall be returned to the Law Firm together with CNAQ written authorization for termination not later than fifteen (15) days after approval by CNAQ of the final report.

10.5 This agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes any and all prior agreements, whether written or oral, between the Parties.

10.6 Each invoice paid by CNAQ can be subject to a post-payment audit by auditors, whether internal or external of CNAQ or by authorized agents of CNAQ at any time during the term of the contract and for a period of three (3) years following the expiration or prior termination of the contract. CNAQ shall be entitled to a refund from the Law Firm for any amounts shown by such audits to have been paid by CNAQ other than in accordance with the terms and conditions of the contract. Should the audit determine that any funds paid by CNAQ have not been used as per contract clauses; the Law Firm shall reimburse such funds forthwith. Where the company fails to reimburse such funds, CNAQ reserves the right to seek recovery and/or to take any other actions as it deems necessary.

10.7 The Law Firm acknowledges and agrees that at anytime, CNAQ may conduct investigations relating to any aspect of the contract, the obligations performed under the contract, and the operations of Law Firm generally. The right of CNAQ to conduct an investigation and the Law Firm's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the contract. The Law Firm shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Law Firm's obligation to make available its personnel and any documentation for such purposes. The Law Firm shall require its agents, including, but not limited to the attorneys, accountants or other advisers to reasonably cooperate with any inspections, post-payment audits or investigations carried out by CNAQ hereunder.

10.8 This agreement is subject to CNAQ General Conditions. In the case of any inconsistency between the documents referred to in this agreement, the terms of this contract and of CNAQ General Conditions shall prevail over the terms of the CNAQ's RFP, which shall in turn prevail over the terms of the Law Firm proposal.

10.9 This agreement may not be amended or otherwise modified unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Agreement:

ACCEPTED:

ACCEPTED:

FOR LAW FIRM :

FOR CNAQ :

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

SECTION IX

GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

The Law Firm shall be considered as having the legal status of an independent organizations/firms vis-à-vis CNAQ. The Law Firm's personnel and sub-organizations/firms shall not be considered in any respect as being the employees or agents of CNAQ.

Compliance with Laws

The Law Firm shall in all matters arising in the performance of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any law, regulations or by-laws in force in Qatar or by any duly constituted authority in Qatar.

2. SOURCE OF INSTRUCTIONS

The Law Firm shall neither seek nor accept instructions from any authority external to CNAQ in connection with the performance of its services under this contract. The Law Firm shall refrain from any action, which may adversely affect CNAQ and shall fulfill its commitments with the fullest regard to the interests of CNAQ.

3. LAW FIRMS'S RESPONSIBILITY FOR EMPLOYEES

The Law Firm shall be responsible for the professional and technical competence of its employees and will select for work under this contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

Nondiscrimination and Workplace Safety

The Law Firm agrees to abide by all state, CNAQ and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Care of CNAQ Property

The Law Firm shall be responsible for the proper care and custody of any CNAQ owned personal tangible property and real property furnished for Law Firm's use in connection with the performance of this contract, and Law Firm

will reimburse CNAQ for such property's loss or damage caused by Law Firm. Normal wear and tear accepted.

4. ASSIGNMENT

The Law Firm shall not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the organizations/firm's rights, claims or obligations under this contract except with the prior written consent of CNAQ.

5. SUB-CONTRACTING

In the event the Law Firm requires the services of sub-organizations/firms, the Law Firm shall obtain the prior written approval and clearance of CNAQ for all sub-organizations/firms. The approval of CNAQ of sub-organizations/firms shall not relieve the Law Firm of any of its obligations under this contract. The terms of any subcontract shall be subject to and conform to the provisions of this contract.

6. OFFICIALS NOT TO BENEFIT

The Law Firm warrants that no official of CNAQ has received or will be offered by the Law Firm any direct or indirect benefit arising from this contract or the award thereof. The Law Firm agrees that breach of this provision is a breach of an essential term of this contract.

7. INDEMNIFICATION

The Law Firm shall indemnify, hold harmless, and defend, at its own expense, CNAQ, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Law Firm, or the Law Firm employees, officers, agents or sub-organizations/firms, in the performance of this contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Law Firm, its employees, officers, agents, servants or sub-organizations/firms. The obligations under this article do not lapse upon termination of this contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Law Firm shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this contract.

8.2 The Law Firm shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this contract.

8.3 The Law Firm shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Law Firm or its agents, servants, employees or sub-organizations/firms performing work or services in connection with this contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- Name CNAQ as additional insured;
- Include a waiver of subrogation of the organizations/firm's rights to the insurance carrier against CNAQ;
- Provide that CNAQ shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Law Firm shall, upon request, provide CNAQ with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Law Firm shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with CNAQ against any monies due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Law Firm.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by CNAQ shall rest with CNAQ and any such equipment shall be returned to CNAQ at the conclusion of this contract or when no longer needed by the Law Firm. Such equipment, when returned to CNAQ, shall be in the same condition as when delivered to the organizations/firms, subject to normal wear and tear. The Law Firm shall be liable to compensate CNAQ for equipment determined to be damaged or degraded beyond normal wear and tear

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

CNAQ shall be entitled to all intellectual property and other proprietary rights

including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this contract. At CNAQ's request, the Law Firm shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to CNAQ in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF CNAQ

The Law Firm shall not advertise or otherwise make public the fact that it is a Law Firm with CNAQ, nor shall the Law Firm, in any manner whatsoever use the name, emblem or official seal of CNAQ, or any abbreviation of the name of CNAQ in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Law Firm under this contract shall be the property of CNAQ, shall be treated as confidential and shall be delivered only to CNAQ authorized officials on completion of work under this contract.

13.2 The Law Firm may not communicate at any time to any other person, government or authority external to CNAQ, any information known to it by reason of its association with CNAQ, which has not been made public except with the authorization of CNAQ; nor shall the organizations/firms at any time use such information to private advantage. These obligations do not lapse upon termination of this contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means Acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the parties

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Law Firm shall give notice and full particulars in writing to CNAQ, of such occurrence or change if the Law Firm is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Law Firm shall also notify CNAQ of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this contract. The notice shall include steps proposed by the Law Firm to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, CNAQ

shall take such action as, in its sole discretion, it considers being appropriate or necessary in the circumstances, including the granting to the Law Firm of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.3** If the Law Firm is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this contract, CNAQ shall have the right to suspend or terminate this contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1** Either party may terminate this contract for cause, in whole or in part, upon one (1) months notice in writing to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2** CNAQ reserves the right to terminate without cause this contract at any time upon one (1) months prior written notice to the Law Firm, in which case CNAQ shall reimburse the Law Firm for all reasonable costs incurred by the Law Firm prior to receipt of the notice of termination.
- 15.3** In the event of any termination by CNAQ under this Article, no payment shall be due from CNAQ to the Law Firm except for work and services satisfactorily performed in conformity with the express terms of this contract. The Law Firm shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures, while at the same time assisting in the hand over to any of CNAQ's authorized individuals without any cost to CNAQ.
- 15.4** Should the Law Firm be adjudged bankrupt, or be liquidated or become insolvent, or should the Law Firm make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Law Firm, CNAQ may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Law Firm shall immediately inform CNAQ of the occurrence of any of the above events.

15.5 **Notice**

All Notices, including notices of address change, shall be in writing and shall be deemed to have been given if delivered by one of the following means:

- a. Personal delivery against acknowledgement to the designated representative of each of the parties.
- b. By Fax
- c. By registered mail after ____ days from the date of dispatch.

16. **SETTLEMENT OF DISPUTES**

16.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the CNAQ Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 **Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the CNAQ Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied of any of the privileges and immunities of CNAQ, including its subsidiary organs.

18. **TAX EXEMPTIONS**

18.1 Section 7 of the Convention on the Privileges and Immunities of CNAQ provides inter-alia that CNAQ, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles

imported or exported for its official use. In the event any governmental authority refuses to recognize CNAQ exemption from such taxes, duties or charges, the Law Firm shall immediately consult with CNAQ to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Law Firm authorizes CNAQ to deduct from the Law Firm's invoice any amount representing such taxes, duties or charges, unless the Law Firm has consulted with CNAQ before the payment thereof and CNAQ has, in each instance, specifically authorized the Law Firm to pay such taxes, duties or charges under protest. In that event, the Law Firm shall provide CNAQ with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. OBSERVANCE OF THE LAW

The organization/firm shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this contract.

20. AUTHORITIES TO MODIFY

No modification or change in this contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Law Firm shall be valid and enforceable against CNAQ unless provided by an amendment to this contract signed by the authorized official of CNAQ.

21. PRICE ESCALATION

Any price increase in legal services will be subject to CNAQ's writing approval prior to the price increase. In the event CNAQ finds the price increase being unreasonable or unjustifiable, CNAQ and Law Firm shall enter into "Amicable Settlement" according to Article 16 "Settlement of Disputes" or negotiate to reach a consensus. In the event consensus is not reached between CNAQ and Law firm, CNAQ reserves the right to either terminate the contract in part or whole without cause.

SECTION X

REQUIRED ADDITIONAL INFORMATION

1. Presentations may be required by CNAQ, information will be communicated to all vendors if and when necessary.
2. Bidders must ensure there is an active and current email address(s) in place to ensure receipt of all notices and updates during the tender period. All vendors who have downloaded documents and who intend to bid must register to the e-mail address below.
3. ALL ENQUIRIES related to requests for information, clarification and questions must be submitted in a detailed Question and Answer format.

Email Enquiries to: **Procurement@cna-qatar.edu.qa**

All enquiries will be reviewed, answered and communicated to all suppliers who have downloaded the Tender Document and stated they will register their tender.

All Questions must be submitted by **Dec 18/2016** to the e-mail address above.