

# **Conditions Booklet for Providing Legal Services**

## **1- Purpose of Contract:**

The purpose is to find legal services providers, with a high level of understanding and awareness of the role and work of diplomatic mission / consulate to provide legal services related to international law, consular law, diplomatic law and commercial contracts law and civil law, labor law, family and personal matters law, criminal law, property law and tax law.

All diplomatic /consular missions intend to appoint legal services provider or provider through contracts with specific standards and prices for three years, as the diplomatic and consular missions reserve the right to edit tasks and dates as necessary, however their aim is to activate these contracts as soon as possible.

The contracting company shall provide legal services over the phone for authorized employees and give legal consultations in writing in response to letters and e-mails, along with providing services through personal attendance.

## **2- Services:**

Services that shall be provided by the lawyer's office to the diplomatic/consular missions are as follows:

- 1- Providing legal consultation to all legal cases concerning the embassy and the Saudi citizens who are permanently or temporarily present in the country where the embassy at, by a written assignment from the embassy.
- 2- Representing the embassy and the cases it brings or being bring upon before all judiciary and bodies and committees or arbitration centers and other dispute resolution bodies until the last stages of proceedings according to the perspective law.
- 3- Advocating and defending before courts in all their levels and types in the cases brought by the embassy or against it as well as providing legal consultation.
- 4- Taking on all kinds of cases related to Saudi citizens including civil, criminal, personal status and represent them by an assignment from the first party before courts of all levels and types.

- 5- Attending with the detained Saudi citizens during investigation. And following up the cases of detainees and prisoners and open records to establish facts, judgments and private statements of each and categorize each case so the embassy can have a record of all detainees and prisoners and make arrangements for their visits.
- 6- Filing written reports with details of all cases and disputes concerning its parties or subject, judgments, reasons and its legal position.
- 7- Making files and statements of cases in two identical copies, one for the embassy and the other is forwarded to the lawyer's office. And shall be updated on an ongoing basis of any development or change to whatever is connected to it.
- 8- The lawyer's office is legally responsible of following the case from the day it was assigned with officially by a written letter from the embassy. The office shall sign a copy from the letter confirming receiving it and being aware of its contents and pledge to act under it.
- 9- Forming contracts that the embassy is part of and provide legal opinion in its subject before finally signing these contracts.
- 10- Interpreting legal rules and regulations related to diplomatic work and give opinion about them. As well as providing legal written consultation of all related immunities and privileges granted by the Embassy to its employees.
- 11- Providing written regular reports to the embassy on the promulgation, amendment or cancellation of local or international laws and legislations which affect the interests of the Kingdom, the embassy or its citizens.
- 12- Obtaining a prior approval of the embassy to any legal or judicial action relating to the subjects assigned to it.

### **3- General Points for Contracting Companies**

In case of accepting this tender, the lawyer's office agrees on the following:

- Carry all costs of providing their bids in this tender. The diplomatic missions or the consulate is not responsible of any costs related to this tender.
- There is no implied or explicit contract or commitment between the diplomatic missions/consulate and the contracting companies.
- Diplomatic missions/ consulate will not expose the names of other bidder or any information related to their bids.
- The lawyer's offices shall provide tenders and services according to conditions and specifications booklet.

### **4- Required Contents for Tenders:**

The goal from bidding is finding common foundations to evaluate tenders, therefore it is crucial to provide bidders with the written answers to the questions found in this document.

A hard and a soft copy of the answers shall be sent minding the same numbering and the questions order. The answers must be detailed and complete.

The company wishing to put up a tender shall answer in the same order of the following points:

- Executive Summary
- Introduction – contains a summary of the details of any interaction or work with other bodies.
- The needed requirements (summary of the basic requirements of this tender according to your understanding).
- Cases and rights.
- Suggested Approach- a short descriptive summary of the planning and the response to the work requirements such as: dividing employees and the time consumed to reply to the request and the way to response.
- Answering the questions.

### **5- Selection Criteria:**

While evaluating tenders, the following factors, regardless of their order, will be taken into consideration:

- Proposals submitted by Lawyer Office shall include fees allocated as “lump-sum” to be paid for the services mentioned herein; section (2) Services Article.
- Lawyer Office in the host country must have practice license.
- Lawyer Office shall have the ability to provide specialized legal services in a careful, skillful, professional, speedy and effective manner.

### **6- Lawyer Office Brief:**

A precise focused description of Lawyer Office must be provided in two pages at maximum. The description shall include date of establishment, major projects (latest works of the lawyer during 3 years at minimum), major clients (in order to avoid any possible conflict of interests), profits, other services, etc.

### **7- Financial Stability:**

Tenders submitted to the diplomatic/consular missions shall include details of your financial statements during the last three years as well as your current insurance certificate.

### **8- Certificates:**

Does your Lawyer Office own acknowledged certificates? Do your employees possess certain professional skills? Please mention other specifications of employees in charge of providing the required services; such as being a member in certain professional institutions.

### **9- Recommendations:**

Kindly recommend two of your clients and provide their name and address, so the embassy/ consulate can reach them on phone or personally. Has any client stopped dealing with you recently? If yes, please mention the reason.

## **10- Payment:**

entitlements shall be paid quarterly (to the lawyer office according to what has been achieved in providing services).

## **11- Tender Bond:**

### **1- Bid Bond:**

- A bid bond (guarantee) (at least 1% of tender value) shall be submitted with the proposal in a sealed envelope; such bond must be effective at least 90 days after the date of opening proposals.
- In case bid bond is less than 1% of tender value, the proposal shall not be accepted whatever the offered percent is.
- Any failure to provide any bond or guarantee stated herein shall result in the proposal being rejected.
- Cash bond or checks shall not be accepted

### **2- Final Bond (Final extract):**

- Successful tenderer shall provide a final bond in the amount of five percent (5%) of the Contract value within ten days after Tender Award; such period may be extended to another similar one.
- In case the Successful Tenderer fails to submit the final bond during the period stated herein, Work Owner shall be entitled to either keep the bid bond or execute what has been agreed on the Work Owner's account and receive all incurred compensations.
- Work Owner shall keep the final bond. After performing all lawyer office's obligations and required services, final bond shall be released in the Contract of Providing Legal Services according to the documents proving that.

## **12- Penalties & Deductions:**

A penalty fee of maximum ten (10%) percent payable to the Work Owner shall be deducted from the Contract value in case the Lawyer Office fails to provide supervision or fails to perform its obligations.

**13- Increase or Decrease of the Lawyer Office's Obligations:**

The Work Owner shall be entitled to increase the Lawyer Office obligations by no more than ten (10%) percent of the Contract value and also it is entitled to decrease it by a percentage not exceeding twenty (20%) percent of the Contract value.

**14- Other Information:**

Please provide us with any information deemed important to ensure lawyer office's credibility in performing assigned services and in stating your tender terms.

Do you have any additional considerations or notes?

**15- General Information:**

- Name of Lawyer Office
- Address
- Authorized person to tender on behalf of the Office
- Phone number
- Email

**16- Experience and Qualifications:**

- Please provide the names of staff performing the services of the Contract.
- Please provide the resumes including related qualifications and previous experiences of the staff.

**17- Contract Period:**

- Three Years (Gregorian Calendar)

**18- Cost of Provided Services (Tenders):**

Three-Year cost	Currency	Bond Value	Currency