

Hiring of the Services of

LEGAL ADVISOR

POWER HOLDING LIMITED

(A company owned by Government of Pakistan)

Room # 602 & 603, Shaheed-e-Millat Secretariat, Jinnah Avenue, Blue Area Islamabad

Part I:
Instruction to Bidders (ITB)

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ITB 1. Scope of Bid

- 1.1 Power Holding Limited (the “Company”) intends to conduct a procurement process through PPRA e-PADS/ERMS under the **Single Stage Two Envelope e-Bidding Procedure** in accordance with Rule 36(b) of the Public Procurement Rules, 2004, amongst eligible bidders (the “Bidders”) for selection and appointment of a reputable Law Firm to provide legal services as detailed in Schedule-1 of the Legal Services Agreement attached herewith, and to act as Legal Adviser to the Company in terms of the Companies (Appointment of Legal Advisers) Act, 1974..
- 1.2 All bids shall be submitted electronically through PPRA e-PADS/ERMS. Manual, physical or email submissions shall not be accepted.
- 1.3 Eligible Bidders are invited to submit separate **Technical Proposal** and **Financial Proposal** electronically through PPRA e-PADS/ERMS for provision of legal advisory services to the Company.
- 1.4 The procurement shall be conducted on **Quality and Cost Based Selection (QCBS)** methodology whereby the Technical Proposal shall carry **eighty percent (80%) weightage** and the Financial Proposal shall carry **twenty percent (20%) weightage** in the overall evaluation of bids.

ITB 2. Eligible Bidders

- 2.1 This Bidding Process is open only to those Bidders who fulfil the eligibility and technical qualification criteria specified in ITB 9.2 and are duly registered on PPRA e-PADS/ERMS for electronic bid submission
- 2.2 The Highest Ranked / Most Advantageous Bidder shall be responsible for obtaining and maintaining all applicable licenses, permissions, approvals, registrations and consents required under the laws of Pakistan for performance of its obligations under the Legal Services Agreement
- 2.3 Joint Venture (JV), consortium or association of two or more law firms shall not be permitted to participate in this Bidding Process..
- 2.4 In case two or more firms having common partner(s), director(s) or controlling interest participate in the Bidding Process, only the bid first submitted electronically through PPRA e-PADS/ERMS shall be considered eligible. The remaining bid(s) shall be treated as non-responsive and shall not be considered for evaluation.

ITB 3. Cost of Bidding

- 3.1 The Bidders shall bear all costs and expenses associated with preparation, uploading and submission of their bids, including any costs relating to registration and participation on PPRA e-PADS/ERMS, and the Company shall not be responsible or liable for such costs regardless of the conduct, outcome or cancellation of the Bidding Process.

ITB 4. Contents of Bidding Documents

- 4.1 The Bidding Documents shall comprise the documents listed below, including any amendment, clarification or addendum issued by the Company in accordance with ITB 6, all of which shall collectively form the “Bidding Documents”:

- (a) Part I – Instructions to Bidders
 - (i) Instructions to Bidders (ITB);
 - (ii) Bidding Forms; and
 - (b) Part II – Legal Services Agreement including all schedules, annexures and attachments thereto.
- 4.2 The Bidding Forms shall comprise the following documents and shall be read together with any amendment or addendum issued pursuant to ITB 6:
- (a) For Technical Proposal
 - (i) T1 – Technical Proposal Submission Sheet;
 - (ii) T2 – Letter of Technical Proposal;
 - (iii) T3 – Authority Letter/ Authorization Form; and,
 - (iv) T4 – Evaluation Criteria Form and Supporting Documents.
 - (b) For the Financial Proposal
 - (i) F1 – Letter of Financial Proposal/ Financial Bid Form.
- 4.3 Bidders are advised to carefully examine and review all contents of the Bidding Documents, including instructions, forms, terms and conditions, specifications, schedules and addenda uploaded on PPRA e-PADS/ERMS and PPRA website. Failure to furnish complete, accurate and responsive information and documents in accordance with the requirements of the Bidding Documents may result in rejection of the Bid as non-responsive pursuant to ITB 23.
- 4.4 The Company shall not be responsible for the completeness, accuracy or timeliness of the Bidding Documents, clarifications or addenda obtained from any source other than PPRA e-PADS/ERMS, PPRA website or the official source specified by the Company. Bidders shall remain responsible for regularly visiting PPRA e-PADS/ERMS and the Company’s website for updates, corrigenda, clarifications and addenda relating to the Bidding Process.

ITB 5. Clarification of Bidding Documents

- 5.1 Any Bidder requiring clarification(s) in respect of the Bidding Documents (the “Clarification”) may submit its queries through PPRA e-PADS/ERMS messaging module, email or in writing at least five (05) days prior to the Submission Deadline at the following address:

Evaluation Committee
Power Holding Limited (PHL).
Room No. 602 & 603, Shaheed-e-Millat Secretariat,
Jinnah Avenue, Blue Area, Islamabad.
Phone: +92 (51) 9215471
Email: powerholding2009@yahoo.com

All requests for clarification and corresponding responses may also be uploaded on PPRA e-PADS/ERMS, without disclosing the identity of the requesting Bidder.

- 5.2 The date, time and mode/venue of pre-bid meeting, if required, shall be communicated through PPRA e-PADS/ERMS, PPRA website and/or PHL website. The pre-bid meeting may be conducted physically, virtually or through hybrid mode, as determined by the Company.
- 5.3 The Company may issue clarification(s), corrigendum(s), amendment(s) or addendum(a), if required, not later than two (02) days prior to the Submission Deadline. Such clarification(s) and amendment(s)

shall be uploaded on PPRA e-PADS/ERMS, PPRA website and/or PHL website and shall form an integral part of the Bidding Documents. Uploading of clarification(s), corrigendum(s) or addendum(a) on PPRA e-PADS/ERMS shall constitute sufficient notice to all prospective bidders.

ITB 6. Amendment of Bidding Documents

- 6.1 The Company may, at any time prior to the Submission Deadline and for any reason whatsoever, whether on its own initiative or in response to a clarification requested by a Bidder pursuant to ITB 5, amend, modify or supplement the Bidding Documents by issuance of a corrigendum, clarification or addendum. Such amendment(s) shall form an integral part of the Bidding Documents
- 6.2 Any corrigendum, clarification, amendment or addendum issued by the Company shall be uploaded on PPRA e-PADS/ERMS, PPRA website and/or PHL website and shall be deemed to have been duly communicated to all prospective bidders. Uploading of such corrigendum, clarification, amendment or addendum on PPRA e-PADS/ERMS shall constitute sufficient notice and deemed receipt by all Bidders. The Company shall not be responsible for any failure of a Bidder to obtain or review any amendment or addendum uploaded on PPRA e-PADS/ERMS.
- 6.3 In order to afford prospective Bidders reasonable time to consider any corrigendum, clarification, amendment or addendum while preparing their Bids, the Company may, at its sole discretion, extend the Submission Deadline in accordance with ITB 17.5. Any extension in the Submission Deadline shall be notified through PPRA e-PADS/ERMS, PPRA website and/or PHL website

ITB 7. Language of Bid

- 7.1 The Bid, including all forms, schedules, annexures, supporting documents, correspondence and communications exchanged between the Bidder and the Company, shall be prepared and submitted in the English language.

ITB 8. Documents Comprising the Bid

- 8.1 The Bid shall comprise the following components to be submitted electronically through PPRA e-PADS/ERMS:

(a) Technical Proposal

Containing the documents, information and supporting evidence specified in ITB 9; and

(b) Financial Proposal

Containing documents specified in ITB 10.

The Technical Proposal and Financial Proposal shall be uploaded simultaneously under separate designated electronic folders/cover(s) clearly marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively in PPRA e-PADS/ERMS. Manual, physical, courier, email or fax submissions shall not be accepted.

- 8.2 Bidders are advised to carefully examine the Bidding Documents, including all instructions, forms, schedules, annexures, amendments and addenda, while preparing their Bids.
- 8.3 Bidders shall use only the prescribed Bidding Forms referred to in ITB 4.2 and shall complete the same accurately and comprehensively without materially altering the text or format thereof. No substitute forms shall be accepted unless specifically permitted by the Company. All blank spaces shall be properly filled with the information requested, and all required supporting documents shall be uploaded through PPRA e-PADS/ERMS in legible and readable form.
- 8.4 All blank spaces shall be properly filled with the information requested, and all required supporting documents shall be uploaded through PPRA e-PADS/ERMS in legible and readable form.
- 8.5 Any material omission, inconsistency, deficiency or failure to provide the required information or documentation may render the Bid non-responsive and liable to rejection

ITB 9. Technical Proposal

- 9.1 The Technical Proposal shall demonstrate the Bidder's compliance with the Technical Criteria set out in ITB 9.2 and shall confirm the Bidder's unconditional acceptance of the complete scope of services as defined in the Legal Services Agreement. The Technical Proposal shall not contain any financial information, whether direct or indirect, relating to the Financial Proposal. Any Bid containing financial information in the Technical Proposal shall be declared non-responsive and rejected. Any qualification, condition, deviation, assumption or reservation introduced in the Technical Proposal may render the Bid non-responsive at the sole discretion of the Company.
- 9.2 To be declared technically responsive, a Bidder must fulfil all of the following mandatory requirements;
- (a) The Bidder shall not have been blacklisted, debarred or declared ineligible by any government, semi-government, statutory or regulatory authority in Pakistan or abroad;
 - (b) The Bidder shall be an Active Taxpayer and must possess valid NTN/Income Tax Registration Certificate issued by the relevant authority; and
 - (c) The Bidder shall achieve a minimum technical score of **sixty-five (65) marks** in accordance with the Evaluation Criteria set out in Bidding Form T4; and
 - (d) The Bidder must meet all other mandatory eligibility and qualification requirements specified in the Bidding Documents and ITB 9.3
- 9.3 The Technical Proposal submitted by the Bidder shall include, without limitation, the following documents and information uploaded through PPRA e-PADS/ERMS:
- (a) Completed Technical Proposal Submission Sheet as per Bidding Form T1, along with all required supporting documents;
 - (b) Duly signed Letter of Technical Proposal (Bidding Form T2), including undertaking that the Bidder has not been blacklisted or declared ineligible;
 - (c) Authority Letter / Power of Attorney authorizing the signatory of the Bid to commit the Bidder, as per Bidding Form T3, in accordance with ITB 15;
 - (d) Valid NTN/Income Tax Registration Certificate;
 - (e) Proof of Active Taxpayer status as appearing on the Active Taxpayer List (ATL) issued by FBR;

- (f) Completed Evaluation Criteria Form (Bidding Form T4) along with all supporting documentary evidence required for evaluation; and,
 - (g) Any other documents, certifications or evidence required to establish compliance with the Technical Criteria under ITB 9.2 and the Bidding Documents.
- 9.4 The Technical Proposal shall not contain any direct, indirect or implied reference to financial information, pricing, rates or any element of cost.

ITB 10. Financial Proposal

- 10.1 In preparing the Financial Proposal, Bidders are required to fully understand and comply with all requirements, scope of services, terms and conditions, and performance obligations set out in the Bidding Documents and the Legal Services Agreement.
- 10.2 The Financial Proposal shall be quoted as a **single all-inclusive hourly rate (PKR)** or such other single-unit pricing structure as specified in the Financial Form (F1), which shall be:
- inclusive of all applicable taxes (including income tax), duties, levies and charges;
 - inclusive of all direct and indirect costs, overheads, expenses, risks, contingencies and profit; and
 - sufficient for complete and unconditional performance of the services under the Legal Services Agreement.
- No separate claim on any account whatsoever shall be entertained other than the quoted Financial Proposal
- 10.3 Bidders may base their Financial Proposal on their own assumptions; however, the Company shall only be liable to make payments strictly in accordance with the terms of the Legal Services Agreement. Any condition, qualification, assumption-based payment requirement, or deviation included in the Financial Proposal shall render the Bid non-responsive
- 10.4 The Financial Proposal shall comprise the duly completed and signed Letter of Financial Proposal in the prescribed Bidding Form F1, submitted electronically through PPRA e-PADS/ERMS.

ITB 11. Currencies of Bid and Payment

- 11.1 All bids shall be quoted in Pakistani Rupees (PKR) only.
- 11.2 All payments under the contract shall be made in PKR.

ITB 12. Company's Right to Verify Documents

- 12.1 The Company reserves the right to verify, validate, or confirm at any stage of the procurement process the authenticity of any information, statement, certificate or document submitted by the Bidder. If any information is found to be false, misleading, forged, or materially inaccurate, the Bidder may be disqualified at any stage of the procurement process, and legal action may be initiated under applicable laws and PPRA Rules.

ITB 13. Evaluation of Proposal

13.1 Technical Proposal:

- (a) Only those technical proposals that achieve minimum score of 65 marks in accordance with ITB 9.2 and Bidding Form T4 shall be declared technically responsive and eligible for financial evaluation.
- (b) The Technical Proposal of a Firm securing highest Technical Marks will be awarded full Weighted Technical Marks i.e. 80. The formula for determining the weight of Technical Marks for remaining Firms is as under:

$$\mathbf{Wts = T \times 80 / Tm}$$

Where,

- Wts** = the Weighted Technical Score of proposal under consideration;
- T** = the Technical Marks of the Bid under consideration and
- Tm** = the Highest Technical Marks obtained among all technically responsive Bids

13.2 Financial Proposal:

- (a) The Financial Proposal quoting the lowest evaluated hourly rate shall be awarded the maximum financial weight of **20 marks**.
- (b) The formula for determining the weight of Financial Score for financial bids of remaining Firms is as under:

$$\mathbf{Wfs = Fm \times 20 / F}$$

Where,

- Wfs** = Weighted Financial Scores of proposal under consideration;
- Fm** = Lowest evaluated financial bid (hourly rate)
- F** = Financial bid under consideration.

13.3 Determination of Most Advantageous Bid:

- (a) The bid with the highest combined score of weighted technical and financial marks (out of 100) in terms of ITB 13.1 and ITB 13.2 shall be declared as Most Advantageous Bidder.
- (b) However, in case two (2) or more firms secure equal combined weighted average marks, the Bid with higher technical score shall be ranked higher. If the technical score is also equal, the Company may adopt a tie-breaking method such as seniority of firm, experience score, or re-evaluation as deemed appropriate under PPRA Rules..

ITB 14. Bid Validity

- 14.1 Bids shall remain valid for a period of one hundred twenty (120) days from the Bid Submission deadline i.e. **31st of March 2026**, unless extended by the Company in accordance with ITB 14.2.

- 14.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Company may request the Bidders to extend the period of validity of their Bids. Such request and response shall be made through PPRA EPADS/ ERMS or inwriting
- 14.3 A Bidder may refuse the request following which such Bidder's Bid will be disqualified. A Bidder granting the request shall not be required or permitted to modify its Bid.

ITB 15. Format and Signing of Bid

- 15.1 The Bid shall be submitted electronically only through PPRS EPADS/ ERMS and shall comprise:

- Technical Proposal (electronic upload); and
- Financial Proposal (electronic upload)

Physical submission of original documents shall not be required unless specifically requested by the Company.

- 15.2 The Bid shall be digitally signed or duly signed and stamped (scanned copy) by an authorized representative of the Bidder. Such authorization shall be supported by a valid Authority Letter in the format prescribed in Bidding Form T3, clearly identifying the authorized signatory.
- 15.3 Any correction, overwriting, interlineation, or alteration in uploaded documents shall be valid only if duly initialled or authenticated by the authorized representative of the Bidder.

ITB 16. Submission, Sealing and Marking of Bids

- 16.1 Bidders shall submit their Technical Proposal and Financial Proposal **electronically only through PPRA e-PADS/ERMS**. Submission through fax, email, courier, hand delivery or any other physical or electronic medium outside PPRA e-PADS/ERMS shall not be accepted.

- 16.2 The Bid shall be submitted in two separately designated electronic folders in PPRA e-PADS/ERMS as follows:

- (a) **Technical Proposal** (separate electronic upload);
- (b) **Financial Proposal** (separate electronic upload).

Any Bid combining Technical and Financial information in a single upload or incorrectly placed folder shall be treated as non-responsive.

- 16.3 Bidders shall ensure that:

- (a) The Bid clearly identifies the Bidder's name and relevant registration details within the e-PADS submission;;
- (b) The Bid is addressed to Power Holding Limited (PHL) through PPRA e-PADS/ERMS system; and
- (c) The Bid clearly references the tender title, procurement number and date of opening of the Technical Proposal.

- 16.4 The Technical Proposal shall remain electronically secured in PPRA e-PADS/ERMS and shall not be accessible to the Procuring Agency or Evaluation Committee until the prescribed opening time..

- 16.5 The Financial Proposal shall remain electronically locked in PPRA e-PADS/ERMS and shall only be opened after completion of technical evaluation of all responsive bids.
- 16.6 The Company shall not be responsible for any technical failure, connectivity issue, system delay, or bidder-side error affecting submission. It is the responsibility of the Bidder to ensure timely and complete submission through e-PADS.
- 16.7 Any Bid not properly submitted through PPRA e-PADS/ERMS shall be treated as non-responsive and shall not be considered for evaluation.

ITB 17. Deadline for Submission of Bids

- 17.1 Bids must be submitted electronically through PPRA e-PADS/ERMS **not later than 1500 hours (Pakistan Standard Time) on 31 March 2026** (the “Submission Deadline”). The system time of PPRA e-PADS/ERMS shall be treated as final and conclusive for determining submission time.
- 17.2 The Company shall not be responsible for any charges, delays, or technical issues incurred by the Bidder in preparation or submission of its Bid. All costs associated with participation in the bidding process shall be borne solely by the Bidder.
- 17.3 In case of any request for acknowledgment, such acknowledgment shall be generated automatically through PPRA e-PADS/ERMS system, where applicable.
- 17.4 The Company may, at its sole discretion, extend the Submission Deadline through issuance of an addendum uploaded on PPRA e-PADS/ERMS, PPRA website and/or PHL website.
- 17.5 Upon extension of the Submission Deadline, all rights and obligations of the Company and Bidders shall be governed by the revised deadline..

ITB 18. Late Bids

- 18.1 PPRA e-PADS/ERMS shall automatically block submission of any Bid after the Submission Deadline.
- 18.2 Delays due to internet failure, system issues, incorrect submission, or Bidder negligence shall not be accepted as justification for late submission. Responsibility for timely submission rests entirely with the Bidder.

ITB 19. Modification, Substitution and Withdrawal of Bids

- 19.1 Any Bidder may modify, substitute, or withdraw its Bid through PPRA e-PADS/ERMS **before the Submission Deadline only**. No modification, substitution or withdrawal shall be permitted after the Submission Deadline
- 19.2 All modifications, substitutions or withdrawals shall be made through the relevant functionality in PPRA e-PADS/ERMS system and shall clearly indicate, as applicable:
 - MODIFICATION, or
 - SUBSTITUTION, or
 - WITHDRAWAL

- Withdrawal of a Bid after the Submission Deadline and during the Bid Validity Period may result in disqualification and/or blacklisting in accordance with PPRA Rules and applicable laws.

19.3 Any request for withdrawal submitted prior to the Submission Deadline shall be processed through PPRA e-PADS/ERMS and the Bid shall be rendered inactive and excluded from evaluation.

ITB 20. Bid Opening

20.1 The Company shall conduct the **electronic opening of Technical Proposals** through PPRA e-PADS/ERMS at the following date and time:

Address (for record/ attendance if applicable):

Power Holding Limited.

Room No. 602 & 603, Shaheed-e-Millat Secretariat,

Jinnah Avenue, Blue Area, Islamabad.

Date: **31 March, 2026**

Time: 1545 hours PST

Technical Proposal opening shall be conducted electronically in the presence of Bidder representatives who choose to attend physically or virtually, subject to availability of e-PADS functionality.

20.2 Financial Proposals Security

Financial Proposals shall remain **electronically locked in PPRA e-PADS/ERMS** and shall not be accessible to the Procuring Agency or Evaluation Committee until completion of Technical Evaluation in accordance with PPRA Rules.

20.3 Withdrawal of Bids (if applicable in system)

Any Bidder submitting a withdrawal request through PPRA e-PADS/ERMS before the Submission Deadline shall have its Bid marked as withdrawn in the system and shall not be opened. Withdrawal shall only be considered valid if submitted through e-PADS authorization mechanism prior to the Submission Deadline.

20.4 Substitution of Bids (if applicable in system)

Any substitution request submitted through PPRA e-PADS/ERMS prior to the Submission Deadline shall result in replacement of the original Bid with the substituted Bid. The original Bid shall be rendered inactive and shall not be opened.

20.5 Modification of Bids (if applicable in system)

Any modification submitted through PPRA e-PADS/ERMS prior to the Submission Deadline shall be treated as an amendment to the original Bid. The system record shall be considered final for evaluation purposes. No modification shall be allowed after the Submission Deadline.

20.6 Technical Bid Opening Procedure

At the time of Technical Bid Opening, PPRA e-PADS/ERMS shall automatically display:

- (a) Name of the Bidder;
- (b) Confirmation of Bid submission status
- (c) Whether modification/substitution was made (if applicable); and
- (d) Any other system-generated information relevant to transparency.

Only Technical Proposals submitted within the Submission Deadline shall be opened and recorded.

- 20.7 No Bid shall be rejected at the time of Technical Bid Opening except for late submissions automatically blocked by PPRA e-PADS/ERMS in accordance with ITB 18.
- 20.8 After completion of Technical Evaluation, the Company shall notify only technically responsive Bidders through PPRA e-PADS/ERMS regarding the date, time and mode of Financial Proposal opening. A minimum of **twenty-four (24) hours' notice** shall be provided for Financial Proposal opening.
- 20.9 Bidders whose Technical Proposals are declared non-responsive shall be informed through PPRA e-PADS/ERMS and/or written communication. Their Financial Proposals shall remain unopened in the system

20.10 **Opening of Financial Proposals**

Financial Proposals of technically responsive Bidders shall be opened electronically through PPRA e-PADS/ERMS at the notified time. Opening may be attended by Bidder representatives physically or virtually, as applicable. Attendance shall be recorded through system logs or attendance register where applicable.

- 20.11 At Financial Proposal opening, the following information shall be recorded:
 - (a) Name of the Bidder;
 - (b) Confirmation of Bid modification/substitution (if any);
 - (c) Quoted Hourly Rate/ Financial Offer; and
 - (d) Any other relevant system-generated information.
- 20.12 Only Financial Proposals opened and recorded through PPRA e-PADS/ERMS shall be considered valid for evaluation. No Financial Proposal shall be rejected at the opening stage except those not submitted in accordance with ITB requirements.

ITB 21. Clarification of Bids

- 21.1 To facilitate evaluation, the Company may, at its sole discretion, seek clarifications or additional information from any Bidder regarding its Technical Proposal and/or Financial Proposal submitted through PPRA e-PADS/ERMS.

- 21.2 Such clarification requests and responses shall be made in writing through e-PADS/ERMS or official correspondence.
- 21.3 Under no circumstances shall any clarification result in change in the quoted Financial Proposal, particularly the Hourly Rate, or alter the substance of the Bid. Any such attempt shall render the Bid non-responsive.

ITB 22. Preliminary Examination

- 22.1 Prior to detailed evaluation, the Company shall conduct a preliminary examination of each Bid to determine whether::
- (a) The Bid is complete and conforms to the scope of services under the Legal Services Agreement;;
 - (b) All required documents have been properly submitted through e-PADS;
 - (c) The Bid has been properly signed and authorized;
 - (d) The Bid validity period complies with ITB 14;
 - (e) Required eligibility criteria and declarations are included; and;
 - (f) The Bid is otherwise substantially responsive.
- 22.2 A Bid may be considered non-responsive if:
- (a) it is unsigned or improperly authoeized;
 - (b) its validity is less than the required period as specified in ITB 14; or
 - (c) It fails to confirm that the Financial Proposal is inclusive of all costs and taxes as required under ITB 10..
- 22.3 A Bid shall be rejected as non-responsive if:
- (a) It is received after the Submission Deadline (automatically enforced by e-PADS);
 - (b) It is not submitted through PPRA e-PADS/ERMS;
 - (c) It contains financial information in the Technical Proposal;
 - (d) The Bidder refuses arithmetic correction; or
 - (e) It contains material deviation from the Bidding Documents or Legal Services Agreement
- 22.4 Arithmetical errors shall be corrected by the Company. In case of discrepancy between figures and words, the amount in words shall prevail.
- 22.5 If a Bidder does not accept the corrected arithmetic value, its Bid shall be rejected and treated as non-responsive in accordance with PPRA Rules.

ITB 23. Determination of Responsiveness of Bids

- 23.1 A Bid shall be declared responsive if it complies in all material respects with the requirements of the Bidding Documents without material deviation or reservation. A deviation shall be considered material if it;
- (a) Affects scope, quality, or performance of services;

- (b) Limits rights of the Company or obligations of the Bidder; or
 - (c) Distorts fair competition among Bidders.
- 23.2 The Company shall determine responsiveness based solely on information contained in the Bid without recourse to external evidence.
- 23.3 Minor deviations or irregularities that do not materially affect evaluation may be waived or rectified, provided such waiver does not confer unfair advantage to any Bidder.

ITB 24. Most Advantageous/Successful Bidder

- 24.1 The Bidder achieving highest combined technical and financial score, in terms of ITB 13.3 shall be declared the Most Advantageous/Successful Bidder.

ITB 25. Evaluation Results and Confidentiality

- 25.1 No Bidder shall communicate with the Company regarding its Bid after submission, except through official e-PADS channels. Evaluation results shall be disclosed in accordance with PPRA Rules and published on e-PADS after award notification.
- 25.2 Any attempt by a Bidder to influence the evaluation process shall result in disqualification and may lead to debarment under PPRA Rules. Aggrieved Bidders may submit a written complaint within fifteen (15) days of announcement of results. Filing of complaint shall not suspend procurement proceedings.
- 25.3 All information, documents, correspondence, evaluation material and proceedings shall be treated as confidential. No Bidder shall disclose any information related to the procurement process without prior written consent of the Company.
- 25.4 Bidders shall not forward or reproduce Bidding Documents without prior written permission of the Company.
- 25.5 Evaluation reports, recommendations and award decisions shall remain confidential until issuance of Notice of Award to the successful Bidder.

ITB 26. Company's Right to Reject Bids

- 26.1 No Bid shall be deemed accepted unless formally communicated through a Notice of Award issued by the Company.
- 26.2 The Company reserves the right to annul the procurement process at any stage prior to award without incurring any liability and without providing reasons
- 26.3 The Company shall not be responsible for any costs or expenses incurred by Bidders in connection with preparation or submission of Bids.
- 26.4 Bidders waive all claims against the Company in respect of bid preparation costs and agree to indemnify the Company against any related claims.

ITB 27. Award Criteria

- 27.1 Subject to ITB 26, the contract shall be awarded to the Most Advantageous Bidder determined under ITB 24 and evaluated under ITB 23.

ITB 28. Notice of Award

- 28.1 The Company shall issue a Notice of Award to the Most Advantageous Bidder within the Bid Validity Period.
- 28.2 The Most Advantageous/Successful Bidder shall acknowledge and return the Notice of Award with its acceptance (the “**Acceptance of Notice of Award**”) within three (3) days of the issuance of Notice of Award, failure of which may constitute sufficient grounds for the annulment of the award.

ITB 29. Signing of Legal Services Agreement

- 29.1 The Legal Services Agreement shall be signed within fifteen (15) working days of issuance of Notice of Award, or such extended period as the Company may determine. Failure to sign within the stipulated period may result in award to the next ranked Bidder in accordance with QCBS ranking.

ITB 30. Instructions not Part of the Legal Services Agreement

- 30.1 These Instructions to Bidders are not part of the Legal Services Agreement and are provided solely to guide preparation and submission of Bids..

ITB 31. Sufficiency of Bid

- 31.1 Each Bidder shall be solely responsible for ensuring the completeness, accuracy and sufficiency of its Bid and quoted Financial Proposal.

ITB 32. One Bid per Bidder

- 32.1 A Bidder shall not submit more than one Bid either directly or indirectly..

ITB 33. Bidder to Inform Itself

- 33.1 Bidders shall obtain all necessary information, at their own cost, required for preparation of Bid including;
 - (a) Applicable tax laws and obligations;
 - (b) Regulatory requirements; and
 - (c) Any other financial or legal obligations relevant to the services.

ITB 34. Corrupt and Fraudulent Practices

- 34.1 For the purpose of this Bidding Process:
 - (a) “**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence procurement or contract execution; and
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract, including collusive practices among Bidders
- 34.2 Any Bidder providing false, misleading or forged information shall be disqualified and may be subject to legal action under applicable laws and PPRA Rules.

- 34.3 The Company requires highest standards of integrity and ethical conduct from all Bidders throughout the procurement process.
- 34.4 The Company may reject a successful Bidder or declare any Bidder ineligible if found involved in corrupt or fraudulent practices at any stage..
- 34.5 Any canvassing or attempt to influence the procurement process, other than through the authorized representative, shall result in disqualification and possible debarment.

Bidding Form T1

TECHNICAL PROPOSAL SUBMISSION SHEET¹

Date:
RFP No.:

To:

Evaluation Committee,
Power Holding Limited (PHL)
Room No. 602 & 603, Shaheed-e-Millat Secretariat,
Jinnah Avenue, Blue Area,
Islamabad
PHL.

Sub: Provision of Legal Services and to act as Legal Adviser.

We, the undersigned Bidder, hereby submit our Technical Proposal for the above-mentioned assignment and confirm the following:

Bidder's legal name	
Bidders's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Name, License Number and date of dealing Partner (Nominated by the Firm for this assignment)	
Active Taxpayer Status	
NTN Number	
Attached are copies of the following original documents: <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above. <input type="checkbox"/> 2. Authorization (Authority Letter) to represent the firm named in above. <input type="checkbox"/> 3. Proof of being Active Taxpayer. <input type="checkbox"/> 4. Copy of NTN Registration Certificate (if applicable). <input type="checkbox"/> 6. Undertaking of non ineligibility / blacklisting in accordance with Form T2.	

¹ On the Bidder's Letter Head.

Bidding Form T1

We have examined and have no reservations to the Bidding Document.

We have not been declared ineligible / blacklisted by any government / semi-government agency / department.

We understand that submission of false information may result in disqualification and legal action

All of the Forms accompanying the Bid have duly been signed by the undersigned and stamped.

Name

Signed

.....(Seal).....

.....

Duly authorized to sign the Bid for and on behalf of (Name of Bidder)

Date.....

Bidding Form T2

POWER HOLDING LIMITED

Room No. 602 & 603, Shaheed – Millat Secretariat
Jinnah Avenue, Blue Area,
Islamabad, Pakistan.

[Date]

TECHNICAL PROPOSAL¹

We, [*insert name of Bidder*], registered as partnership firm, having registration number [•], under the laws of Islamic Republic of Pakistan, (the “**Bidder**”) do hereby solemnly declare that:

- We are duly registered under the laws of Pakistan
- We have not been declared ineligible or blacklisted by any government or regulatory authority
- We fully understand and accept the scope of Legal Services under Schedule-1
- We unconditionally commit to perform services without deviation, condition, or reservation.

We understand that all capitalized but undefined terms shall have the meaning given to such terms under the **Bidding Documents RFP NO. _____**

Very truly yours,

[Name of authorized signatory]

[Email ID of authorized signatory]

[Designation of authorized signatory]

[Contact No. of authorized signatory]

[Signature of authorized signatory]

¹ On the Bidder’s Letter head and to be dated, signed by the Authorized Representative and duly witnessed.

Bidding Form T3

AUTHORITY LETTER¹

BE IT KNOWN BY ALL THAT by this Authority Letter [*insert name of Bidder*] (the “**Bidder**”) registered as partnership firm, having registration number [•], under the laws of Islamic Republic of Pakistan, having its office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder, hereinafter referred to as the Authorized Representative(s), to sign the Bid, the ancillary documents, the Acceptance of Notice of Award and the Legal Services Agreement (if awarded the Notice of Award) and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

The Bidder does hereby ratify & confirm whatever the Authorized Representative shall do, with regard to this bidding process, by virtue of these presents.

Specimen signature of Mr. [*name of the nominee*]

Specimen signature of Mr. [*name of the nominee*]

[*Signature*]

[*Name*]

[*Designation*]

[*Company*]

WITNESSES:

1. Signature: _____	2. Signature: _____
Name: _____	Name: _____
S/O: _____	S/O: _____
Address: _____	Address: _____
_____	_____
Passport / NIC: _____	Passport/ NIC: _____

¹ To be dated; witnessed; signed by an authorized person; and in the language as required under the ITB on the Bidder’s Letter Head.

Bidding Form T4

EVALUATION CRITERIA

Sr. No	1 Factor	2 Max. Marks	3 Documents to be attached
1	Law Bidder Established (no of years): 15 to 20 years: 2 Marks More than 20 years: 5 Marks	5	Bidder's Profile signed by any Partner of the Bidder
2	Partners of the Bidder: 2 to 5: 3 Marks 6 to 10: 5 Marks More than 10: 10 Marks	10	Resumes signed by any Partner of the Bidder
3	Number of Advocates (other than partners) on the payroll of the Bidder: a. Senior Associates: 3 to 5: 2 Marks 6-10: 3 Marks More than 10: 5 Marks b. Associates: 3 to 5: 2 Marks 6-10: 3 Marks More than 10: 5 Marks	5+5=10	List containing the names, qualification and experience in years of both categories (Sr. Associates and Associates) signed by any Partner of the Bidder
4	Experience of corporate matters in terms of number of years: 5 to 10 years: 2 Marks More than 10 years to 20 Years: 3 Marks More than 20 years: 5 Marks	5	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
5	Experience of corporate matters in terms of number of clients: 10 – 30 Clients: 2 Marks 31- 50 Clients: 3 Marks Above 50 Clients: 5 Marks	5	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
6	Domain experience (Power Sector Legal Advisership experience of Bidder): a. Public Sector (Power) 3 to 5 years: 2 Marks More than 5 years to 10 Yeras : 3 Marks More than 10 years: 5 Marks b. Private Sector (Power) 3 to 5 years: 2 Marks More than 5 years to 10 Yeras : 3 Marks More than 10 years: 5 Marks	5+5=10	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
7	Experience in Regulatory Affairs of Power Sector in terms of number of years: 3 to 5 years: 2 Marks More than 5 years: 5 Marks	5	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
8	Experience in Regulatory Affairs of Power Sector in terms of number of power sector clients: 3 to 5 clients: 5 Marks More than 5 clients: 10 Marks	10	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder

Bidding Form T4

9	Experience of Taxation Litigation of Bidder in terms of number of clients: 10 to 20 clients: 2 Marks More than 20 clients: 5 Marks	5	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
10	Experience of Winding-Up & Liquidation Number of Entities for which Winding-Up has been conducted: 1-2 Entities: 5 Marks More than 2 Entities. 10 Marks Winding Up & Liquidation in power sector 5 Marks	15	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
10	Experience of Power Sector Litigation 10-30 cases: 5 Marks More than 30 cases: 10 Marks	10	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
14	Experience of financing transactions in the power sector involving public sector: 2 transactions: 5 Marks More than 2: 10 Marks	10	Substantiated by suitable and verifiable evidence duly signed by any Partner of the Bidder
Total		100	

Bidder securing less than 65 marks in Technical Bid shall stand ineligible for next stage i.e. Opening of Financial Bid with the condition that the Bidder must secure minimum marks stipulated in each grid.

We hereby solemnly declare and affirm that the information provided as required in column-3 above is true and correct which may be verified by the Company.

[Name of authorized signatory]
 [Signature of authorized signatory]

[Stamp / Seal]

Bidding Form F1

[DATE]

POWER HOLDING LIMITED

Room No. 602 & 603, Shaheed – Millat Secretariat
Jinnah Avenue, Blue Area,
Islamabad, Pakistan.

FINANCIAL PROPOSAL¹

We, [insert name of Bidder], registered as partnership firm, having registration number [•], under the laws of Islamic Republic of Pakistan, (the “Bidder”) do hereby solemnly declare that we have read and understood the complete scope of the Services and any obligations (direct or indirect) as detailed in **Schedule-1** to the Legal Services Agreement, and unconditionally offer to perform, without any omission, reservation, deviations or conditions:

- (a) the Retainership Services, as detailed in Clause-A of Schedule-1, for an **Hourly Rate** of **PKR** _____ (in words), i.e. **PKR** _____ (in figures);
- (b) the Additional Services, as detailed in Clause-B of Schedule-1, for the fee to be mutually agreed on case to case basis within the following limits:

Sr.	Name of Forum	Hours @ Hourly Rate
1.	Regulatory Forums e.g. FBR, NEPRA, OGRA, SECP, SBP, CCP etc.	Up to maximum of 40
2.	Civil Courts/Magisterial Courts	Up to maximum of 45
3.	District & Sessions Courts	Up to maximum of 40
4.	High Court	Up to maximum of 150
	Company Law Matters	Up to maximum of 100
	Other Matters	Up to maximum of 120
5.	Supreme Court	Up to maximum of 120
6.	Dispute Adjudication under provision of an Agreement:	
	a. Mediation before a forum mentioned in the Agreement such as Expert, Board etc.	Up to maximum of 25/month
	b. Arbitration	Up to maximum of 50/month

We solemnly declare and acknowledge that the above Hourly Rate is inclusive of income tax and other costs as set forth in ITB 10.

Very truly yours,

[Name of authorized signatory]

[Signature of authorized signatory]

WITNESSES:

1. Signature: _____
Name: _____

2. Signature: _____
Name: _____

¹ To be submitted on Bidder's Letter Head and to be dated, signed by the Authorized Representative and duly witnessed.

S/O: _____
Address: _____

Passport / NIC: _____

S/O: _____
Address: _____

Passport/ NIC: _____

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made on this [•] day of [•], 2026 at Lahore by and between the following:

1. **Power Holding Limited**, a company wholly owned by the Government of Pakistan and duly organized and existing under the laws of Islamic Republic of Pakistan with its office located at _____, hereinafter referred to as "Client" and where the context so requires, its successors-in-interest and permitted assigns.
2. **M/s [•]** a law firm registered as [•] under the laws of Islamic Republic of Pakistan with its office located at [•], Lahore, Pakistan, hereinafter referred to as "Legal Adviser" and where the context so requires, its successors-in-interest and permitted assigns.

(The Client and the Legal Adviser are hereinafter jointly referred to as the "**Parties**" or singularly as "**Party**")

RECITALS:

WHEREAS, the Client, desirous of hiring services of a law firm to act as its Legal Adviser,

carried out a competitive bidding process under the laws for public procurement to select an experienced competent and recognized law firm having the capability to undertake the tasks in accordance with requirements of the Client;

AND WHEREAS, on conclusion of the bidding process the Legal Adviser was declared as the successful bidder;

AND WHEREAS, the Client accepting the Legal Adviser's bid, issued a letter of acceptance on [•] which was accepted and countersigned by the Legal Adviser on [•];

AND WHEREAS, in accordance with the requirements of the bidding process adopted, the Parties are entering into this Agreement being the form of Legal Services Agreement referred to in the Bidding Documents;

AND WHEREAS, the Legal Adviser is a Lahore based law firm providing legal services in all fields of law to its clients.

AND WHEREAS, the Client has requested the Legal Adviser to provide legal service as stated in this Agreement and in accordance with Schedule-1 hereof (hereinafter called the "Legal Services");

AND WHEREAS, the Legal Adviser, having represented to the Client that they have the required professional skills, and valid license(s) to undertake the Legal Services, and have agreed to provide the same to the Client on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which is hereby acknowledged intending to be legally bound, the Parties hereto agree that the Legal Adviser shall carry out and provide Legal Services to the Client in accordance with the provisions of the Agreement and the Client shall make payments to the Legal Adviser in accordance with the provisions of the Agreement as follows:

1. DEFINITIONS AND GENERAL PROVISIONS

1.1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings, Furthermore, any capitalized terms used in this Agreement and not defined hereunder shall have the same meaning as ascribed thereto in the **Bidding Document RFP No. _____**.

"Additional Services" has the meaning given to the term in Schedule-I (B).

"Agreement" means this Legal Services Agreement including all schedules and annexures attached to it and incorporated in it by reference, and all amendments, modification or revisions made in accordance with its terms.

"Billable Hours" means the time, in hours, consumed to perform the Retainership Services by the Legal Adviser.

"Effective Date" has the meaning given to the term in Sub-Clause 3.1.

"Hourly Rate" means the hourly rate quoted by the Legal Adviser in its Financial Proposal.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 2.3 of this Agreement as detailed in Schedule-2.

"Legal Services" means the services, duties and responsibilities described in Section 2 and Schedule-1 of this Agreement and includes Additional Services.

"Retainership Fee" means the monthly fee arrived at by multiplying the Hourly Rate with five (05) Billable Hours.

"Senior Associate" means a lawyer employed by the Legal Adviser having at least two (2) years of experience as an Advocate High Court.

"Term" means the duration from the Effective Date or date of renewal of this Agreement till completion of two (02) years as the case may be.

1.2. Headings:

The headings shall not limit, alter or affect the meaning of this Agreement.

1.3. Taxes and Duties:

The Retainership Fee and fee for Additional Services payable under this Agreement shall be inclusive of all and any taxes, levies, cess, out of pocket or other costs/expenses etc., incurred by the Legal Adviser in carrying out and providing the Legal Services except the travelling and daily allowances admissible under Clause-4.4. The Client shall be entitled to make such deduction as necessary under the Applicable Law, without any gross-up or increase in the Retainership Fee and fee for Additional Services payable under this Agreement.

1.4. Confidentiality:

Legal Adviser acknowledges that during the Term, it shall have access to proprietary and valuable information of the Client, including, but not limited to the documents, data, information etc. shared by the Client with Legal Adviser and the work product thereof by the Legal Adviser such as opinion(s), report(s), instrument(s), drafts, agreements etc. (the "Confidential Information").

Legal Adviser shall not, either during the Term or after the expiration of this Agreement, disclose the Confidential Information to any third party without the written consent of the Client. However, this shall not apply if the Legal Adviser is required to disclose the Confidential Information under the Applicable Law or pursuant to order of a court of competent jurisdiction.

2. DUTIES AND RESPONSIBILITIES OF LEGAL ADVISER

2.1. Scope of Legal Services:

Legal Services which, the Legal Adviser shall provide under this Agreement include, but are not limited to, those described in Schedule-1 to this Agreement which is incorporated by reference as if fully set forth herein. The scope of services is intended to be general in nature and is neither a complete description of Legal Adviser's services nor a limitation on the Legal Services which the Legal Adviser is to provide under this Agreement. Legal Adviser shall provide the Legal

Services in accordance with the standards of performance set forth in this Agreement.

2.2. Standard of Performance:

Legal Adviser shall perform all Legal Services with that degree of professional skill, care and diligence as normally shown by a legal adviser/counsel while performing services of a scope, purpose and magnitude comparable and similar to the nature of the Legal Services to be provided under this Agreement.

Legal Adviser acknowledges that it shall be entrusted with or shall have access to valuable and confidential information and record of the Client. Legal Adviser shall, at all times, use its best efforts on behalf of the Client to ensure timely and satisfactory rendering and completion of Legal Services.

Legal Adviser shall, at all times, act in the best interests of the Client consistent with the professional obligations assumed by it in entering into this Agreement.

2.3. Key Personnel

The Legal Adviser shall assign at least one partner and one Senior Associate (jointly the “Dealing Counsel”) to perform Legal Services under this Agreement. In addition to this, the Legal Adviser shall also nominate another partner along with a senior associate to perform the Legal Services in the absence of the Dealing Counsel (the “Backup Counsel”).

The name and contacts of the Dealing Counsel and the Backup Counsel shall be intimated in writing by the Legal Adviser to the Client in accordance with Schedule-2 to this Agreement before the Effective Date.

The Legal Adviser shall not change/remove the Dealing Counsel and/or the Backup Counsel without written consent of the Client which consent shall not be withheld unnecessarily by the Client.

3. TERM & EFFECTIVENESS

3.1. Effectiveness of Agreement:

This Agreement shall come into full force and effect on the date of its execution by both Parties (the “Effective Date”).

3.2. Term of Agreement:

This Agreement shall continue until the completion of the Term from the Effective Date or date of renewal as the case may be.

3.3. Renewal of Agreement:

Upon expiry of the Term, the parties may renew this Agreement for subsequent Term(s) with an increment of 10% in Hourly Rate for each such renewed Term.

4. PAYMENTS TO LEGAL ADVISER

- 4.1. The monthly Retainership Fee in Pakistani Rupees (PKR) is [●] ([●]). The monthly Retainership Fee shall remain constant and valid for the entire Term subject to renewal under Section 3.3, if any.
- 4.2. The Legal Adviser shall submit invoice for the Retainership Fee and extra Billable Hours, if any, on quarterly basis.
- 4.3. The fee for Additional Services shall be in accordance with Clause-B of Schedule-I to this Agreement which shall be payable at the time of engagement for Additional Services upon submission of invoice.
- 4.4. The travelling and daily allowances for performance of Legal Service out of Lahore (more than 100 kms) shall be reimbursed on the following rates:

	Hotel Allowance per night	Daily Allowance	Travelling Allowance
Partner	Rs. 50,000 excluding taxes	Rs. 15,000	i. Road Travel = Rs. 30 per Km ii. Air Travel = Airfare (economy class)
Senior Associate	Rs. 50,000 excluding taxes	Rs. 10,000	

- 4.5. Retainership Fee and the fee for Additional Services shall be inclusive of all and any applicable taxes and out of pocket expenses, incurred by the Legal Adviser in carrying out and providing the Legal Services except the travelling and daily allowances admissible under Section-4.4 and copying/filing expenses provided in Clause-B of Schedule-I.
- 4.6. All payments under this Agreement shall be made in PKR.

5. INTEREST OF CLIENT

5.1. Acceptance of brief against the Client:

The Legal Adviser shall neither accept a brief from nor represent any person against the Client.

5.2. Conflict of Interest:

Legal Adviser covenants that, presently, it has no conflict of interest and it shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Legal Services.

6. MISCELLANEOUS PROVISIONS

6.1. Termination:

The Client may terminate this Agreement during the Term subject to two months prior notice to the Legal Adviser.

6.2. Survival:

Section 4, to the extent of Legal Services provided by the Legal Adviser before termination or expiry of this Agreement, will survive till such payment is made or such Legal Service is completed.

Sub section 1.4 shall survive after the expiration, termination or cancellation of this Agreement whereas, Sections 5 of this Agreement shall survive for a period of two years from the completion, expiration, termination or cancellation of this Agreement.

6.3. Entire Agreement:

This Agreement represents the entire business relationship of the Parties and supersedes any prior written or oral agreements between the Parties.

6.4. Applicable Law:

This Agreement shall be governed by the laws of Pakistan.

6.5. Counterparts:

This Agreement is comprised of two identical counterparts and each shall be executed by the Parties and each deemed an original having identical legal effect.

6.6. Amendments:

An amendment or modification of this Agreement shall be effective or binding on a Party only if it is in writing and signed by a duly authorized representative of each of the Parties.

6.7. Severability:

If any term or provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid, void, illegal, unenforceable or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by such determination in any way.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this day, month and the year first above written in the presence of the following witnesses:

EXECUTANTS:

WITNESSES:

1) _____

For Client

Name:

CNIC #

2) _____

For Legal Adviser

Name:

CNIC #

SCHEDULE-1

LEGAL SERVICES

A. Retainership Services:

1. The Legal Adviser shall be obligated to provide the following Retainership Services up to five (05) Billable Hours during a month in consideration of Retainership Fee payable on quarterly basis:
 - i) To remain as a retainer and to neither accept a brief from nor represent any person against the Client;
 - ii) To render following services;
 - a. legal opinions,
 - b. vetting of agreement(s) or any other legal instrument,
 - c. vetting of letters, communication and correspondence etc.,
 - d. negotiation of agreement(s),
 - e. drafting and preparing of agreements,
 - f. to attend meetings of the Board of Directors and of Committees of the Board on invitation, and
 - g. any other task assigned by the Client requiring role of Legal Adviser.
 - iii) To advise the Client in relation to the winding up of the company, including structuring, advisory and court filings.
2. In case, the Retainership Services do not consume five (05) Billable Hours in a month, the un-used Billable Hours shall be carried forward to the next month up to maximum of two (02) subsequent months. Upon completion of three (03) months, the un-used Billable Hours, if any, shall lapse.
3. In case, more than five (05) Billable Hours are consumed to perform Retainership Services in a month, the extra Billable Hours shall be adjusted against the five (05) Billable Hours for the next month up to maximum of two (02) subsequent months. Upon completion of three (03) months, the extra Billable Hours, if any, shall be charged at the Hourly Rate.

B. Additional Services:

1. The Legal Adviser may be required to represent the Client before judicial and quasi-judicial forums in mediation, negotiation, arbitration or litigation in which case the lump-sum fee shall be mutually agreed on case to case basis within the following limits:

Sr.	Name of Forum	Hours @ Hourly Rate
1.	Regulatory Forums e.g. FBR, NEPRA, OGRA, SECP, SBP, CCP etc.	Up to maximum of 40
2.	Civil Courts/Magisterial Courts	Up to maximum of 45
3.	District & Sessions Courts	Up to maximum of 40
4.	High Court	Company Law Matters
		Other Matters
5.	Supreme Court	Up to maximum of 120
6.	Dispute Adjudication under provision of an Agreement:	
	c. Mediation before a forum mentioned in the Agreement such as Expert, Board etc.	Up to maximum of 25/month
	d. Arbitration	Up to maximum of 50/month

2. In case of more than one cases of identical nature, full fee in terms of above basis shall be chargeable for the first case; whereas, for the remaining cases one-third (1/3rd) of the fee in the first case shall be chargeable per additional case of the same nature.
3. In case a matter is before a forum which is not mentioned in the above table, the fee shall be chargeable at the rate of fee for the nearest equivalent forum mentioned in the table.

SCHEDULE-2

(PARTICULARS OF THE DEALING COUNSEL & BACK-UP COUNSEL)

*