

**QUAID-E-AZAM THERMAL POWER (PRIVATE)
LIMITED**

**BIDDING
DOCUMENTS**

for

**HIRING OF SERVICES OF LEGAL
ADVISER**

**QUAID-E-AZAM THERMAL POWER (PRIVATE)
LIMITED**

7-C-1, Gulberg III, Lahore,
Pakistan.

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Part I:
Instruction to Bidders (ITB)

ITB 1.	Scope of Bid.....	4
ITB 2.	Eligible Bidders	4
ITB 3.	Cost of Bidding.....	4
ITB 4.	Contents of Bidding Documents.....	4
ITB 5.	Clarification of Bidding Documents.....	5
ITB 6.	Amendment of Bidding Documents	5
ITB 7.	Language of Bid.....	6
ITB 8.	Documents Comprising the Bid.....	6
ITB 9.	Technical Proposal.....	6
ITB 10.	Financial Proposal.....	7
ITB 11.	Currencies of Bid and Payment	7
ITB 12.	Company’s Right to Verify Documents	7
ITB 13.	Evaluation of Proposal.....	7
ITB 14.	Bid Validity.....	8
ITB 15.	Format and Signing of Bid.....	8
ITB 16.	Submission, Sealing and Marking of Bids.....	8
ITB 17.	Deadline for Submission of Bids	9
ITB 18.	Late Bids	9
ITB 19.	Modification, Substitution and Withdrawal of Bids.....	9
ITB 20.	Bid Opening.....	10
ITB 21.	Clarification of Bids.....	11
ITB 22.	Preliminary Examination	12
ITB 23.	Determination of Responsiveness of Bids	12
ITB 24.	Successful Bidder.....	13
ITB 25.	Evaluation Results and Confidentiality	13
ITB 26.	Company’s Right to Reject Bids.....	13
ITB 27.	Award Criteria	14
ITB 28.	Notice of Award.....	14
ITB 29.	Signing of Legal Services Agreement	14
ITB 30.	Instructions not Part of the Legal Services Agreement	14
ITB 31.	Sufficiency of Bid	14
ITB 32.	One Bid per Bidder	15
ITB 33.	Bidder to Inform Itself	15
ITB 34.	Corrupt and Fraudulent Practices.....	15

ITB 1. Scope of Bid

- 1.1 QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED (the “**Company**” or “**Procuring Agency**”) wishes to conduct a bidding process (the “**Bidding Process**”) amongst eligible bidders (the “**Bidders**”) and receive bids on Single-Stage-Two-Envelope basis as prescribed under the Punjab Procurement Rules, 2014 (the “**PPRA Rules**”), to select and appoint a reputed Law Firm to provide legal services, detailed in **Schedule-1** to the Legal Services Agreement attached herewith, and to act as the Legal Adviser to the Company as laid down in the Companies (Appointment of Legal Advisers) Act, 1974.
- 1.2 Bidders are hereby invited to submit a Technical Proposal and a Financial Proposal for providing services as Legal Adviser.
- 1.3 The appointment of lowest evaluated bidder as private counsel and/or the fee for litigation services would be subject to approval of competent authority in accordance with the applicable instructions.

ITB 2. Eligible Bidders

- 2.1 This Bidding Process is open only to the Bidders who fulfil Technical Criteria as set out in ITB 9.2.
- 2.2 The Successful Bidder shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of its obligations under the Legal Services Agreement.

ITB 3. Cost of Bidding

- 3.1 The Bidders shall bear all costs associated with the preparation and submission of its Bid and the Company shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

ITB 4. Contents of Bidding Documents

- 4.1 The Bidding Documents comprise the documents stated below, and should be read in conjunction with any addendum or corrigendum (if any) issued in accordance with ITB 6 (the “**Bidding Documents**”).
 - (1) Part I – Instructions to Bidders
 - a. Instructions to Bidders (**ITB**);
 - b. Bidding Forms; and
 - (2) Part II – Legal Services Agreement.
- 4.2 The Bidding Forms comprise the forms stated below, and should be read in conjunction with any addendum or corrigendum (if any) issued in accordance with ITB 6.
 - (1) For the Technical Proposal

- a. T1 – Technical Proposal Submission Sheet;
- b. T2 – Letter of Technical Proposal;
- c. T3 – Form of Authority Letter; and,
- d. T4 – Form of Evaluation Criteria.

(2) For the Financial Proposal

- a. F1 – Letter of Financial Proposal.

- 4.3 Bidders are expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements of Bid submission as set out in these Bidding Documents, will be at the Bidders' own risk and costs. Pursuant to ITB 23, Bids which are not responsive to the requirements of the Bidding Documents shall be rejected.
- 4.4 The Company shall not be responsible for the completeness of the Bidding Documents and its addenda if they have not been obtained directly from the source stated by the Company.

ITB 5. Clarification of Bidding Documents

- 5.1 A Bidder requiring any clarification(s) in respect of the Bidding Documents (the “**Clarification**”) may raise its enquiries, in writing, by email or by fax at least five (05) days before the Submission Deadline at the following address:

Manager Admin

Address: Quaid-e-Azam Thermal Power Company (Private) Ltd.

7-C-1, Gulberg III, Lahore, Pakistan.

Telephone: +92 (42) 35750936-8

Fax: +92 (42) 35750939

- 5.2 Date, Time and Location for the pre-bid meeting, if any, will be notified to the Bidders accordingly.
- 5.3 Company shall issue clarification(s) or amendment(s) to the Bidding Documents (if required) at least three (03) days before the Submission Deadline to all Bidders who obtained Bidding Documents from the Company.

ITB 6. Amendment of Bidding Documents

- 6.1 At least three (03) days before the Submission Deadline, the Company may, for any reason, whether at its own initiative, or in response to a Clarification, modify the Bidding Documents by issuing an addendum.
- 6.2 Any addendum issued by the Company shall become a part of the Bidding Documents pursuant to ITB 4.1, and shall be communicated by email or fax or post to all Bidders who obtained Bidding Documents from the Company at their respective contact details provided by the Bidders when collecting the Bidding Documents. Such communication by the Company shall constitute deemed receipt of the addendums by the Bidders.
- 6.3 To provide reasonable time to Bidders for taking addendum into account, if any, for preparing their Bids, the Company may at its discretion extend the Submission Deadline in accordance with ITB 17.5.

ITB 7. Language of Bid

- 7.1 The Bid, relevant documents and the correspondence by and between the Parties shall be in English language.

ITB 8. Documents Comprising the Bid

- 8.1 The Bid shall comprise a Technical Proposal, containing the documents listed in ITB 9 hereof, and a Financial Proposal, containing the documents listed in ITB 10, each submitted simultaneously in separate sealed envelopes and clearly marked “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively.
- 8.2 Bidders are expected to carefully examine the Bidding Documents when preparing their Bid, and use only the relevant Bidding Forms as set out in ITB 4.2. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the relevant information. Material deficiencies in providing the information requested may result in rejection of a Bid.

ITB 9. Technical Proposal

- 9.1 The Technical Proposal shall fulfil the Technical Criteria as set out in ITB 9.2 and demonstrate the Bidder’s unconditional acceptance of the complete scope of services as provided in the Legal Services Agreement. Any omission, reservation, deviation, or condition attached in the Technical Proposal may cause the Bid to be declared non-responsive.
- 9.2 In order to be declared as technically responsive, a Bidder must;
- (1) Not have been declared ineligible / blacklisted by any government / semi-government agency / department / organization;
 - (2) Be on the Active Taxpayer List and hold a valid NTN / Income Tax Registration Certificate; and
 - (3) Score at least 65 marks in terms of the Evaluation Criteria as set out in Bidding Form T4.
- 9.3 The **Technical Proposal** submitted by the Bidders shall include the following information:
- (1) Technical Proposal Submission Sheet including all documents, as set out in Bidding **Form T1**;
 - (2) Signed and filled out Letter of Technical Proposal undertaking that the Bidder hasn’t been declared ineligible / blacklisted, as set out in **Bidding Form T2**;
 - (3) Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding **Form T3**, in accordance with **ITB 15.2**;
 - (4) Valid NTN / Income Tax Registration Certificate;
 - (5) Proof of Active Taxpayer;
 - (6) Form of Evaluation Criteria as set out in Bidding **Form T4** along with documents required to be attached; and,

(7) Any other information or documentary evidence essential to fulfil the requirements of Technical Criteria as set out in **ITB 9.2**;

9.4 The Technical Proposal shall not include any direct or indirect financial information related to Financial Proposal. Any Bid having such financial information shall be declared non-responsive.

ITB 10. Financial Proposal

10.1 In preparing the Financial Proposal, Bidders are expected to fully understand the requirements and conditions outlined in the Bidding Documents and the Legal Services Agreement.

10.2 The Financial Proposal shall provide **all-inclusive fixed (one-figure) value** that includes taxes and other costs, applicable on the Bidder or incidental to any activity necessary for the performance and provision of Legal Services. Such all-inclusive fixed (one-figure) values shall also include all costs, profits, risks, uncertainties, and unknowns so as to enable the Bidder to unconditionally discharge its obligations, whether direct or indirect, under the Legal Services Agreement.

10.3 The Bidder may make any assumptions necessary to finalize the Financial Proposal as set out at **ITB 10.2**, however, the Company shall only be obligated to make payments as set out in the Legal Services Agreement, i.e. payment(s) may not be made conditional on any assumptions made by the Bidder, and/or indicated by the Company. Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

10.4 The Financial Proposal submitted by the Bidder shall comprise the duly signed and filled out Letter of Financial Proposal, as set out in Bidding **Form F1**.

ITB 11. Currencies of Bid and Payment

11.1 Currency of the Bid and payments shall be made in Pakistani Rupee (PKR).

ITB 12. Company's Right to Verify Documents

12.1 The Company retains the right to verify the particulars regarding any information, statements and / or documents furnished with the Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process.

ITB 13. Evaluation of Proposal

13.1 Technical Proposal:

The Technical Proposals of the Bidders who secure at least **65 marks** in terms of Technical Criteria as stipulated in **ITB 9.2** shall be declared Technically Responsive.

13.2 Financial Proposal:

The Financial Proposals of Technically Responsive Bidders having lowest Hourly Rate will be declared as the Successful Bidder for the purposes of issuance of Notice of Award in terms of **ITB 28**.

ITB 14. Bid Validity

- 14.1 Bids shall remain valid for a minimum of one hundred and eighty (180) days from the Bid Submission Date, as may be requested to extend same by the Company in accordance with **ITB 14.2** (the “**Bid Validity Period**”).
- 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. The request and the responses shall be made in writing. 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 Bidder shall prepare one (1) original set of the Technical Proposal and one (1) original set of the Financial Proposal comprising the Bid as described in **ITB 8**, and clearly mark each “ORIGINAL” in addition to the marking stipulated in **ITB 8**.
- 15.2 The Bid shall be typed or written in indelible ink and shall be signed & stamped by a person duly authorised to sign on behalf of the Bidder (the “**Authorised Representative**”). This authorization shall consist of a written Authority Letter, as set out in Bidding **Form T3**. This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person authorized to sign/ submit Bid.

ITB 16. Submission, Sealing and Marking of Bids

- 16.1 Bidders shall submit their Bids by mail or by hand. Bids submitted through, fax or e-mail or any other electronic transmission shall not be considered.
- 16.2 The Bidder shall submit its Bid as under:
- (1) Original Technical Proposal and Financial Proposal shall be separately sealed and put in separate envelopes and marked as such. Any Bidder that combines Technical Proposal and Financial Proposal in one envelope shall be disqualified; and
 - (2) Separately sealed envelopes of the Technical Proposal and the Financial Proposal shall be put in an outer sealed envelope, and addressed as given in **ITB 16.3**.
- 16.3 The inner and outer envelopes shall:
- (1) bear the name and address of the Bidder;
 - (2) be addressed to the Company in accordance with **ITB 5.1**; and
 - (3) bear the specific identification of this bidding process indicating Company’s name, tender number and date of opening of the Technical Proposal.
- 16.4 The outer envelope of the Technical Proposal shall bear a warning not to open the envelope before the Submission Deadline.

- 16.5 The outer envelope of the Financial Proposal shall bear a warning not to open the envelope before the Technical Proposal.
- 16.6 If the envelopes are not sealed and marked as required, the Company shall not assume any responsibility for the misplacement or premature opening of the Bid. In case of such misplacement of Bids or premature opening of Bid which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Bid shall be rejected as non-responsive in accordance with **ITB 9.3**.

ITB 17. Deadline for Submission of Bids

- 17.1 Bids must be received by the Company at the address specified in **ITB 5.1** not later than **1400 hours** Pakistan Standard Time (PST) on **08th March, 2021** (the “**Submission Deadline**”).
- 17.2 Bids with charges payable shall not be accepted, nor shall any arrangements be made to collect the Bids from any delivery point other than the one specified in **ITB 5.1**. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims for refund of any expense shall be entertained.
- 17.3 Where delivery of the Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, the Bidder shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Bid.
- 17.4 Upon request, acknowledgement of receipt of the Bids shall be provided to those delivering Bids in person or by messenger.
- 17.5 The Company may, at its discretion, extend the Submission Deadline by issuing an addendum in accordance with **ITB 6**, in which case all rights and obligations of the Company and the Bidders previously subject to the earlier Submission Deadline shall thereafter be subject to extended Submission Deadline.

ITB 18. Late Bids

- 18.1 Any Bid received by the Company after the Submission Deadline prescribed in **ITB 17** shall be returned unopened to such Bidder.
- 18.2 Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which to deliver its Bid in a timely manner.

ITB 19. Modification, Substitution and Withdrawal of Bids

- 19.1 Any Bidder may modify, substitute, or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Company prior to the Bid Submission Deadline.
- 19.2 The notice for modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of “**MODIFICATION**” or “**SUBSTITUTION**” on all envelopes in case of

modification or substitution, or “WITHDRAWAL” on the envelope containing the notice, in case of withdrawal.

- 19.3 Withdrawal of a Bid during the interval between the Submission Deadline and the expiration of the Bid Validity Period may result in blacklisting of the Bidder for a specific period as per the final decision of the Bid Opening/ Evaluation/ Procurement Committee.
- 19.4 Bids requested to be withdrawn in accordance with **ITB 19.1** shall be returned unopened to the requesting Bidder(s).

ITB 20. Bid Opening

- 20.1 The Company shall conduct the opening of Technical Proposals (the “**Bid Opening**”) in the presence of Bidders designated representatives who choose to attend, and at the following address, date and time:

Address: QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED.

1st Floor, 7-C-1, Gulberg III, Lahore, Pakistan

Date: 08th March, 2021

Time: 1430 hours PST

- 20.2 The Financial Proposals shall remain unopened and will be held in custody of the Company until the time of their opening, as communicated by the Company to the Bidders in accordance with **ITB 20.9**.
- 20.3 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the Bid Opening.
- 20.4 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the substitute Technical Proposal and/or substitute Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which shall be returned to the Bidder unopened. Only the substituted Technical Proposal, if any, shall be opened, read out, and recorded. Substituted Financial Proposal, if any, will remain unopened in accordance with **ITB 20.2**. No Bid shall be substituted unless a valid authorization to request the substitution is submitted and is read out and recorded at Bid Opening.
- 20.5 Next, outer envelopes marked “MODIFICATION” shall be opened. The original Technical Proposal shall be opened, read out, and recorded, followed by the opening, reading out and recording of the modification to the Technical Proposal. Any modification to the Financial Proposal shall remain unopened in accordance with ITB 20.2. No Bid shall be modified unless a valid authorization to request the modification is submitted and is read out and recorded at the Bid Opening.
- 20.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (1) the name of the Bidder;
 - (2) whether there is a modification or substitution; and

- (3) any other details as the Company may consider appropriate.
- 20.7 Only Technical Proposals read out and recorded at Bid Opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with **ITB 18**.
- 20.8 At the end of the evaluation of the Technical Proposals, the Company shall invite Bidders who have submitted responsive Technical Proposals to attend the opening of the Financial Proposal. The date, time, and location of the opening of Financial Proposal shall be informed by the Company. Bidders shall be given at least a twenty-four (24) hours notice of the opening of Financial Proposal.
- 20.9 The Company shall notify, in writing at the time of or at any time prior to the opening of the Financial Proposal, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the Bidding Document. Such Bidders shall be required to collect their Financial Proposals unopened from the Company.
- 20.10 The Company shall conduct the opening of Financial Proposals of all Bidders who submitted Responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Company. The Bidders' representatives who are present shall be requested to sign a sheet/ register evidencing their attendance.
- 20.11 Financial Proposals of the Bidders shall be opened at a time and the following read out and be recorded:
- (1) the name of the Bidder;
 - (2) whether there is a modification or substitution;
 - (3) the Hourly Rate; and
 - (4) any other details as the Company may consider appropriate.
- 20.12 Only Financial Proposals, read out and recorded during the opening of Financial Proposals, shall be considered for evaluation accordingly.
- 20.13 Subject to non-compliance of these Bidding Documents, no Financial Proposal shall be rejected at the opening of Financial Proposals.
- 20.14 As provided by the PPRA Rules, the Company shall require arithmetical errors to be rectified. If there is a discrepancy between the words and figures, the amount in words shall prevail.

ITB 21. Clarification of Bids

- 21.1 To assist in the examination, evaluation and comparison of the Technical Proposal and / or Financial Proposal, the Company may, at its discretion, ask the Bidder for additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidder in its Bid. Any such request and the response shall be in writing and no change in the Hourly Rate or substance of the Bid shall be sought, offered or permitted.

ITB 22. Preliminary Examination

- 22.1 Prior to the detailed evaluation of Bids, pursuant to **ITB 23**, the Company shall examine each Bid to determine whether:
- (1) the Bid is complete and does not deviate from scope of Services as defined in Schedule-1 to the Legal Services Agreement;
 - (2) any computational errors have been made;
 - (3) required sureties, if any, have been furnished;
 - (4) documents have been properly signed;
 - (5) valid authorization(s) are present;
 - (6) the Bid is valid till the required period; and
 - (7) the Bids are generally in order.
- 22.2 A Bid may not be considered acceptable if:
- (1) it is unsigned;
 - (2) its validity is less than that specified in **ITB 14**;
- 22.3 A Bid shall not be considered acceptable if:
- (1) it is submitted by a Bidder who has participated in more than one Bid;
 - (2) it is received after the Submission Deadline;
 - (3) it is submitted through fax, email, or any other form of electronic transmission;
 - (4) the Bidder refuses to accept arithmetic correction(s);
 - (5) It does not comply with the provisions of these Bidding Documents; (6) it materially deviates from the Legal Services Agreement; or
 - (7) it does not clearly state in Bidding **Form F1** that income tax and other costs stated in **ITB 10.2** have been included in the Hourly Rate provided in Bidding **Form F1**.

ITB 23. Determination of Responsiveness of Bids

- 23.1 The Company shall determine the responsiveness of each Bid to the Bidding Documents. Bids that conform to all the terms and conditions of the Bidding Documents without material deviations or omissions shall be declared **Responsive Bid**. A deviation or omission shall be considered material if:
- (1) it affects in any substantial way the scope, quality, or performance of the Services as Legal Adviser;
 - (2) it limits in any substantial way the Company's rights or the Legal Adviser's obligations under the Legal Services Agreement; or
 - (3) its rectification or adoption would in a substantially unfair way affect the competitive position of other responsive Bids.

- 23.2 The Company's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 23.3 Any minor non-conformity or irregularity in a Bid that does not constitute a material deviation or omission may be waived by Company or required by the Company to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Bids.

ITB 24. Successful Bidder

- 24.1 The Financial Proposals of technically responsive Bidders having lowest Hourly Rate will be declared as the Successful Bidder.

ITB 25. Evaluation Results and Confidentiality

- 25.1 Subject to **ITB 25.2**, no Bidder shall contact the Company on any matter relating to its Bid from the time of Bid Submission. The evaluation result shall be announced on the same day as the issuance of the Notice of Award.
- 25.2 Any effort by a Bidder to influence the Company in the Bidding Process may result in the rejection of its Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the Bid Evaluation Report. However, mere act of lodging a complaint shall not warrant suspension of the Procurement Process.
- 25.3 These Instruction to Bidders, and any other information (whether written or verbal), documentation or correspondence disclosed by the Company, its Affiliates or any of their Advisers (or on behalf of any of the foregoing) and included in or relating to these Instructions to Bidders, the Bidding Process or anything otherwise in connection with the project, shall be treated as private and confidential by the Bidders. No Bidder shall disclose any such documents or information to any third party without the express written consent of Company. Each Bidder shall indemnify the Company, its Affiliates and their Advisers fully in respect of any losses, damages, costs or expenses of any kind incurred by such person arising from a Bidder's breach of the obligations referred to above.
- 25.4 These Instructions to Bidders shall not be forwarded to any other person, firm or Company without the prior written consent of the Company.
- 25.5 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the Bidding Process, until the Successful Bidder has been notified that it has been awarded the Legal Services Agreement.

ITB 26. Company's Right to Reject Bids

- 26.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Company.
- 26.2 As provided by the PPRA Rules, the Company reserves the right to annul the Bidding Process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all Bids

submitted, shall be promptly returned to the Bidders. The decision of the Company shall be final and binding and no correspondence shall be entered into with the rejected Bidders.

26.3 The Company shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.

26.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Company, its Affiliates and their Advisers fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

ITB 27. Award Criteria

27.1 Subject to **ITB 26**, the Company may award the Legal Services Agreement to the Bidder whose Bid has been determined to be responsive to the Bidding Documents in terms of **ITB 23** and declared lowest evaluated Successful Bidder in terms of **ITB 24.1**.

ITB 28. Notice of Award

28.1 Prior to expiration of the Bid Validity Period, the Company shall notify the Successful Bidder in writing that its Bid has been accepted (the “**Notice of Award**”).

28.2 The 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 executed between the Company and the Successful Bidder within seven (07) days of the Notice of Award or within such extended timeline as determined by the Company in its sole discretion. In the event the Successful Bidder does not execute the said agreement with seven (07) days of Notice of Award or within such extended timeline as determined by the Company in its sole discretion, the Company may award the Legal Services Agreement to the Bidder ranking next to the Successful Bidder, in terms of **ITB 13**, whose Bid has been determined to be responsive to the Bidding Documents in terms of **ITB 23**. The procedure to award the Legal Services Agreement to the Successful Bidder shall apply *mutatis mutandis* to the award of Legal Services Agreement to the Bidder ranking next to the Successful Bidder.

ITB 30. Instructions not Part of the Legal Services Agreement

30.1 Bids shall be prepared and submitted in accordance with the instructions contained in these Instructions to Bidders, which have been provided to guide Bidders in preparing their Bids, and as such do not constitute part of the Legal Services Agreement.

ITB 31. Sufficiency of Bid

31.1 Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the amount of Hourly Rate entered in Bidding **Form F1**.

ITB 32. One Bid per Bidder

32.1 A Bidder shall not have a conflict of interest with one or more parties in this Bidding Process. A Bidder may be considered to be in such a conflict of interest if a Bidder participates in more than one Bid in this Bidding Process, either individually or as a partner in a JV, or is an affiliate of the Company or any of its Advisers. Any Bidder found to have such a conflict of interest shall be disqualified.

ITB 33. Bidder to Inform Itself

33.1 The Bidder is advised to obtain for itself at its own cost and responsibility all information that may be necessary for preparing the Bid and entering into the Legal Services Agreement. This shall include but not to be limited to the following:

- (1) Inquiries on Pakistani federal, provincial and local taxes to the relevant tax regulatory authorities as per the applicable laws.
- (2) Any other information that may have a financial bearing on the Bid.

ITB 34. Corrupt and Fraudulent Practices

34.1 For the purpose of this Bidding Process:

- (1) **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public or other official in a procurement process or in contract execution directly or indirectly through a third party; and
- (2) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Company or its Affiliates, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish prices or terms at artificial and non-competitive levels and to deprive Company or its Affiliates the benefits of free and open competition.

34.2 Bidders supplying false or misleading information shall be disqualified from any further participation in the Bidding Process.

34.3 The Company requires Bidders observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.

34.4 The Company shall reject a Bidder selected as the Successful Bidder if it determines that such Bidder has engaged in corrupt or fraudulent practices in competing for the tender; and/or shall declare a person, firm or company ineligible, either indefinitely or for a stated period of time, to engage with the Company and its Affiliates, or to be awarded a contract of the Company and its Affiliates, if it at any time determines that the person, firm or company has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.

34.5 Any Bidder, other than through the Authorised Representative, found to be canvassing or have canvassed any of the Company or its employee, contractor, consultant or anyone who has a direct working relationship with Company, regarding the tender may be excluded from further consideration.

Bidding Form T1

TECHNICAL PROPOSAL SUBMISSION SHEET¹

Date:
RFP No.: [·]

To: **Mr.**

_____,
QATPL.

Subject: PROVISION OF LEGAL SERVICES AND TO ACT AS LEGAL ADVISER

We, the undersigned, submit our Bid and declare the following:

Bidder's legal name	
Bidder'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 checked="" type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above. <input checked="" type="checkbox"/> 2. Authorization (Authority Letter) to represent the firm named in above. <input checked="" type="checkbox"/> 3. Proof of being Active Taxpayer. <input checked="" type="checkbox"/> 4. Copy of NTN Registration Certificate. <input checked="" type="checkbox"/> 6. Undertaking of eligibility / non-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.

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

QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED

7-C-1, Gulberg-III

Lahore, 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 have not been declared ineligible / blacklisted by any government / semi-government agency / department and that we have read and understood the complete scope of the services, as mentioned in the **Schedule-1** to the Legal Services Agreement and unconditionally accept the performance of the same without any omissions, reservations, deviations or conditions as our Technical Proposal.

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]

[Signature of authorized signatory]

WITNESSES:

1. Signature: _____

Name: _____

S/O: _____

Address: _____

Passport / NIC: _____

2. Signature: _____

Name: _____

S/O: _____

Address: _____

Passport/ NIC: _____

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**”) 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. [•] (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*]

[Signature]

[Name]

[Designation]

[Company]

WITNESSES:

1. Signature: _____
Name: _____
S/O: _____
Address: _____

2. Si _____
g
n
at
ur
e:
N
a
m
e:
S/O: _____
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

1	2	3	4
Factors	Max. Marks	Documents to be attached	Information to be filled in by the Bidder
<p>Law Firm Established (<i>no of years</i>):</p> <p>10 to 15 Years: 05 Marks More than 15 years: 10 Marks</p>	10	<i>Firm's Profile</i>	
<p>Partners of the Firm:</p> <p>2 to 5 Partners: 2 Marks 5 to 10 Partners: 5 Marks More than 10: 10 Marks</p>	10	<i>Resumes</i>	
<p>Office Location (at Lahore)</p> <p>Sub-Office: 5 Marks Head Office: 10 Marks</p>	10		
<p>Number of Advocates (<i>other than partners</i>) on the payroll of the Firm:</p> <p>Associates:</p> <p>Less than 10: 2 Marks More than 10: 5 Marks</p>	5	<i>Resumes</i>	
<p>Experience of corporate & commercial matters:</p> <p>5 to 10 Years: 5 Marks 10 to 20 Years: 10 Marks More than 20 Years: 15 Marks</p>	15		
<p>Domain experience (Power sector legal advisory experience of Firm):</p> <p>a. Public Sector power companies:</p> <p>2 to 5: 2 Marks More than 5: 5 Marks</p> <p>b. Private Sector power companies</p> <p>2 to 5: 2 Marks More than 5: 5 Marks</p>	5+5= 10	<i>Year-wise list of Clients in Power Sector to which Legal Advisership Services (at least 01-Year Contract with client) provided by the Firm</i>	

Bidding Form T4

<p>Experience in Regulatory Affairs of Power Sector:</p> <p>05 to 10 Years: 5 Marks 10 to 15 Years: 10 Marks More than 15 Years: 15 Marks</p>	<p>15</p>		
<p>General litigation experience of Firm:</p> <p>05 to 10 Years: 5 Marks More than 10 Years: 10 Marks</p>	<p>10</p>		
<p>Power Sector Litigation / Dispute Resolution Experience of Firm:</p> <p>05 to 10 Years: 5 Marks 10 to 15 Years: 10 Marks More than 15 Years: 15 Marks</p>	<p>15</p>	<p><i>Year-wise List of important matters conducted with a brief description of issue and result /current status</i></p>	

We hereby solemnly declare and affirm that the information provided by us in coloumn-4 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

QUAID-E-AZAM THERMAL POWER (PRIVATE) LIMITED
7-C-1, Gulberg-III
Lahore, Pakistan.

[Date]

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 and subject to conditions / instructions, issued by the government from time to time, applicable on the Company:

- (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, which shall be in accordance with the caps instructed by the government from time to time or be in accordance with the instructions / policies applicable on the Company from time to time:

Sr.	Name of Forum	Hours @ Hourly Rate	
1.	Regulatory Forums e.g. NEPRA, OGRA, SECP, SBP, CCP etc. and other governmental forums.	Up to maximum of 25	
2.	Civil Courts / Magisterial Courts	Up to maximum of 30	
3.	District & Sessions Courts	Up to maximum of 40	
4.	High Court	Corporate or Commercial Law Matters	Up to maximum of 100
		Other Matters	Up to maximum of 75
5.	Supreme Court	Up to maximum of 120	

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

Bidding Form F1

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

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (hereinafter referred to as "**Agreement**") is made on this [] day of [], 2019 at Lahore by and between the following:

1. **Quaid-e-Azam Thermal Power (Pvt.) Limited**, a company wholly owned by the Government of the Punjab and duly organized and existing under the laws of Islamic Republic of Pakistan with its office located at 1st Floor, 7-C-1, , Gulberg-III, Lahore, Pakistan, 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 (PPRA Rules, 2014) to select an experienced competent and recognized law firm having the capability to undertake the tasks in accordance with requirements of the Client;

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

AND WHERAS, the Client accepting the Legal Adviser's bid, issued a Notice of Award on []

which was accepted and countersigned by the Legal Adviser on [];

AND WHERAS, 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” means those service requested in writing by the Client which are within the Scope of Legal Services.

“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 Clause-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 a minimum of four (04) years post lower court license experience.

“Term” means the duration from the Effective Date of this Agreement till completion of One (01) year.

1.2. Headings:

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

1.3. Taxes and Other Costs:

The Retainership Fee and fee for Additional Services payable under this Agreement shall be inclusive of income tax and all out of pocket or other costs 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. 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 of high standard as required to be performed 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.

The Legal Adviser, by entering into this Agreement reiterates that it has requisite expertise and capabilities in discharging the services required for power sector and shall diligently perform the required duties.

2.3. Key Personnel

The Legal Adviser shall keep nominated a partner and one Senior Associate (jointly the “Dealing Counsel”) to perform Legal Services under this Agreement at all times during the Term of this Agreement.

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

The Legal Adviser shall not change/remove the Dealing 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 one year from the Effective Date.

3.3. Renewal/Extension of Agreement:

Upon expiry of the Term, the Parties may renew/extend this Agreement for a maximum of two terms on same terms and conditions.

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.

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 mutually agreed, in writing, in accordance with Clause-B of Schedule-1 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 Services out of Lahore (more than 100 kms) shall be reimbursed on the following rates against submission of reimbursement claim along with relevant documentary evidence:

	Hotel Allowance per night	Daily Allowance	Travelling Allowance	Airfare
Partner	Rs.16,000/- excluding taxes	Rs. 2,000/-	Rs. 10 per Km	Economy Class
Senior Associate	Rs.10,000/- excluding taxes			

4.5. Retainership Fee and the fee for Additional Services shall be inclusive of income tax and all out of pocket or other costs etc., incurred by the Legal Adviser in carrying out and providing the Legal Services except the travelling and daily allowances which shall be payable under Clause-4.4.

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 Dealing Counsel shall neither accept a brief from nor represent any person against the Client.

5.2. Conflict of Interest:

Dealing Counsel 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 One month prior notice to the Legal Adviser.

6.2. Survival:

Clause-4, to the extent of Legal Services provided by the Legal Adviser before termination or expiry of this Agreement, will survive till such payment or final settlement is made.

Sub-clause-1.4 shall survive after the expiration, termination, or cancellation of this Agreement whereas, Clause-5 of this Agreement shall survive for a period of one year 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.

6.8. Government Instructions

The Legal Advisor hereby understands and agrees that the terms and conditions of the this Agreement, in case of conflict, shall be subservient to any legally applicable instructions / notifications issued by the government from time to time.

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-
SCOPE OF 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:
 - a. To remain as a retainer and to neither accept a brief from nor represent any person against the Client;
 - b. To render following Services:
 - i. Rendering legal opinions and advices;
 - i. Preparation of briefs, memorandums etc.
 - ii. Preparation, negotiating, reviewing, amending and vetting of agreement(s), deeds or any other legal instrument(s);
 - iii. Vetting of letters, communication and correspondence etc.;
 - iv. Amendments and renewals of existing agreements and instruments;
 - v. To attend meetings of the Board of Directors, Committees of the Board, Contractors or such parties as required on invitation; and
 - vi. Any other task assigned by the Client requiring role of Legal Adviser.

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) month, 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 in accordance with the instructions and policies of the Government of Punjab:

Sr.	Name of Forum	Hours @ Hourly Rate
1	Regulatory Forums e.g NEPRA , OGRA, SECP, SBP, CCP, etc. or other governmental forums	Up to maximum of 25
2	Civil Courts/Magisterial Courts	Up to maximum of 30

3	District and Sessions Court		Up to maximum of 40
4	High Court	Corporate or Commercial Law Matters	Up to maximum of 100
		Other Matters	Up to maximum of 75
5	Supreme Court		Up to maximum of 120

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 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)

Name of Partner	
Registration Number of the Partner	
Name of the Senior Associate	
Registration Number of the Senior Associate	