



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**HIRING OF A LAW FIRM FOR PROVISION OF LEGAL SERVICES TO THE  
PRIVATISATION COMMISSION**

**[•] May, 2024**

**PRIVATISATION COMMISSION**  
Ministry of Privatisation, Government of Pakistan  
4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad

## **Section 1: Letter of Invitation**

The Privatisation Commission, Government of Pakistan, (“Commission”) intends to engage the services of, and enter into a two year contract with, a well-established, and experienced law firm, who is on the Active tax payer list of Income Tax of the Federal Board of Revenue for provision of legal services in respect of the privatisation program.

This RFP will be subject to the Privatisation Commission Ordinance 2000 and rules and regulations made thereunder (the “Ordinance”) and Public Procurement Regulatory Authority, Ordinance, 2002 and rules and regulations made thereunder and any other relevant laws.

All eligible Interested Parties are invited to submit their proposals, in accordance with the RFP. The proposal shall be based on the Single Stage, Two Envelope Procedure (i.e., the Technical and Financial Bids are to be submitted at the same time, in separately sealed envelopes).

The Interested Parties which meet the Evaluation Criteria and have the highest combined score in both the Technical and Financial Bids shall be selected for the award of the contract. The selected IP will be subject to all admissible taxes as per rules.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Interested Parties (including Data Sheet)

Section 3 - Technical Proposal & Standard Forms

Section 4 - Financial Proposals & Standard Forms

Section 5 - Terms of Reference (TOR)

A complete set of the RFP may kindly be collected by Interested Parties, during office hours, from the **Privatisation Commission, Ministry of Privatisation, 4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad**, upon payment of PKR [●]/- (Rupees [●] only), non-refundable, in the shape of a Pay Order in favour of the “[●]”, latest within ten (10) days of first appearance in the newspaper. All proposals, complete in all respects, must be submitted, not later than 12:00 noon on the [●]date.

Technical Proposals will be opened on the same day in the presence of the IP’s representatives. Financial Proposals of only the technically qualified IP’s shall be opened at a date and time to be notified.

**Secretary**  
**Privatisation Commission**  
Government of Pakistan

*Note: The Client has the right to reject any or all bids/proposals at any time prior to the acceptance of any bid/proposal.*

## Section 2: Instructions to Interested Party & Data Sheet

### Definitions

- a) **“Client”** means Privatisation Commission (the “PC”) established under Section (3) of Privatisation Commission Ordinance, 2000 (*as amended from time to time*);
  - b) **“Contract”** means an agreement enforceable by law.
  - c) **“Data Sheet”** means such part of the Instructions to Interested Parties that is used to reflect specific conditions of the Terms of Reference.
  - d) **“Day” or “day”** means a calendar day, including any public holiday.
  - e) **“Evaluation Committee”** means a committee constituted by the Chairman, comprising not less than three persons with the purpose of evaluating the technical and financial proposals submitted by the interested parties;
  - f) **“Evaluation Criteria”** means the criteria for selection mentioned in Section (5) of the RFP.
  - g) **“Government”** means the Government of Pakistan.
  - h) **“Instructions to Interested Parties”** (Section (2) of the RFP) means the document which provides information needed to prepare the Proposal.
  - i) **“Interested Party” or “Interested Parties” or “IPs”** which can be a law firm/company/sole proprietor who has submitted the Proposal and paid the fee, if any;
  - j) **“LOI”** means the Letter of Invitation sent to the IPs (Section (1)).
  - k) **“Proposals” or “proposals”** means the Technical Proposal and the Financial Proposal.
  - l) **“RFP”** means the Request for Proposal prepared by the Client for the selection of the law firm.
  - m) **“Selected IP” or “selected IP”** means the top-ranked IP who has concluded the Services Agreement.
  - n) **“Service Agreement”** means agreement concluded with the selected IP.
  - o) **“Terms of Reference” or “TORs”** means the document included in the RFP at Section (5) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client.
1. **Introduction**
- 1.1 The IPs are invited to submit the technical proposal and financial proposal for the performance of services under the TORs. The proposals should be made in separate marked and sealed envelopes both for technical and financial proposals.
  - 1.2 IPs should familiarize themselves with assignment conditions and take them into account in preparing their proposals. IPs

may contact the Client to obtain any clarifications till seven (07) days prior to the last date for submission of proposals.

- 1.3 IPs shall bear all costs associated with the preparation and submission of their proposals and the Service Agreement. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Service Agreement, without thereby incurring any liability to an IP.
- Conflict of Interest**
- 1.4 The Client requires that IP to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests.
- 1.5 IP has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the IP.
- Fraud and Corruption**
- 1.6 The Client requires IPs participating in its assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Service Agreement. In pursuance of this policy, the Client:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - “**corrupt and fraudulent practices**” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Client; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (*prior to or after submission of the proposal*) designed to establish bid prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
  - (b) will reject a proposal for award if it determines that the IP recommended for award has, directly or through an agent, engaged in “**corrupt and fraudulent practices**” in competing for the Service Agreement; and
  - (c) will sanction an IP, including declaring the IP ineligible, either indefinitely or for a stated period of time, to be awarded the Service Agreement if at any time it determines that the IP has, directly or through an agent, engaged in “**corrupt and fraudulent practices**” in competing for, or in executing Service Agreement.

- 1.7 IP is not under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client under paragraph 1.6.
- Proposal Validity**
- 1.8 The Data Sheet indicates how long IPs' proposals must remain valid after the submission date. During this period, IP shall maintain the availability of professional staff nominated in the technical proposal. Client may request the IP to extend the validity period of its proposals. IP who agrees to such extension shall confirm that it will maintain the availability of the professional staff nominated in the proposal, or in its confirmation of extension of validity of the proposal, IP could submit new staff in replacement acceptable to the Client.
- 2. Clarification of RFP Documents**
- 2.1 IP may request a clarification of any part of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet.
- 2.2 At any time before the submission of proposals, the Client may amend the RFP by issuing/publishing an addendum in writing. The Client may, extend the deadline for the submission of proposals at its sole discretion. If an IP has submitted its proposals / bid before the amendment of RFP, it is entitled to the return of unopened proposals from the Client before the last date fixed for the submission of proposals. An IP is not entitled to the return of proposal if no amendment in the RFP is made after the submission of the proposal.
- 3. Preparation of Proposals**
- 3.1 The proposals, as well as all related correspondence exchanged by the IP and the Client, shall be written in the language specified in the Data Sheet.
- 3.2 In preparing their proposals, IPs are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested or making a proposal conditional may result in rejection of the proposal.
- 4. Technical Proposal Format and Content**
- 4.1 The technical proposal shall provide the information indicated in Section 10 & Section 11 and Form TECH -2 & TECH-3.
- 5. Financial Proposal Format and Content**
- 5.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all legal fees associated with the assignment, including fees covering legal services to be provided at the selected IPs office(s) and/or outside the office(s). Alternatively, selected IPs may provide their own list of cost. If appropriate, these costs should be broken down by activity.
- 5.2 All the activities and legal services described in the Terms of Reference (Section 5) are assumed to be included in the prices quoted against each category, listed in the tables given in the Financial Proposal.

## **6. Taxes**

**7.Submission,  
Receipt, and  
Opening of  
Proposals**

- 6.1 The IP will be subject to all applicable taxes on amounts payable by the Client under the Service Agreement. IPs shall submit proposals inclusive of all applicable taxes.
- 7.1 The original proposal (*technical and financial proposals*) shall contain no interlineations or overwriting. Submission letters for both technical and financial proposals should be in the format of attached Forms.
- 7.2 An authorized representative of the IP shall initial all pages of the original Technical and Financial proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed technical and financial proposals shall be marked **“ORIGINAL”**.
- 7.3 The technical proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. The proposals shall be sent to the addresses and in the number of copies indicated in the Data Sheet. All required copies of the technical proposal are to be made from the original. If there are discrepancies between the original and the copies of the technical proposal, the original shall prevail.
- 7.4 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** followed by the name of the assignment. The original financial proposal shall also be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment. The envelope(s) containing the technical and financial proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE”**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and marked as stipulated. Any violation of these instructions may lead to rejection of the proposal.
- 7.5 The proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph (2.2). Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 7.6 The Client will open the technical proposals on the date and time mentioned in Data Sheet after the deadline ends for their submission, in the actual or virtual presence of representatives of bidders, if opt to be present.

**8. Proposal  
Evaluation**

- 8.1 From the time, the technical proposals are opened to the time the financial proposals are opened, the IPs should not contact the Client on any matter related to its technical or financial proposals. Any effort by an IP to influence the Client in the examination, evaluation, ranking of proposals, and recommendation for award of the Service Agreement may result in the disqualification of the IP and rejection of its proposals.

**Evaluation of Proposals**

- 8.2 The evaluation committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (**St**). A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the TORs or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 8.3 After the technical evaluation is completed, the Client shall notify those IPs whose proposals are considered non-responsive to the RFP and TORs or do not meet the qualifying technical score, that their financial proposals will be returned unopened after completing the selection process and signing of Service Agreement. The Client shall simultaneously notify in writing those IPs that have achieved the qualifying technical score and inform them of the date, time and place for the opening of the financial proposals. The IP's attendance at the opening of the financial proposals is optional and is at the IP's choice.
- 8.4 The financial proposals will then be inspected to confirm that they have remained sealed and unopened. The financial proposals shall be opened by the Client in the presence of the representatives of those whose proposals have passed the minimum qualifying technical score. At the opening, the names of the pre-qualified IPs, and the overall technical scores, will be read aloud.

**9.Negotiations & Award of Service Agreement**

- 9.1 The negotiations with the top-ranked IP shall be limited to the issues related to, deliverables, contract duration and procedures for disbursements. The invited top-ranked IP shall, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff or seek their replacement under paragraph.
- 9.2 Failure in satisfying such requirements within the time fixed by the Client may entitle the Client to initiate negotiations with the next ranked IP. Representatives conducting negotiations on behalf of the ranked IPs must have written authority to negotiate and conclude Service Agreement.

**Conclusion of the negotiations**

- 9.3 After negotiations under paragraph 9.1, the Client and the top ranked IP shall initial (actual) the Service Agreement. If negotiations with top ranked IP fail, the Client will invite the next ranked IP whose proposals received the second highest score for negotiations under paragraph 9.1.

**Award of Service Agreement**

- 9.4 The Client shall award Service Agreement to the selected IP and promptly notify all others who have submitted proposals.
- 9.5 The selected IP is expected to commence the assignment on the date specified in the Data Sheet.

## DATA SHEET

|   |  |
|---|--|
| 1 | <p><b>Name of the Assignment:</b><br/>Provision of Legal Services to the Privatisation Commission, Government of Pakistan.</p> <p><b>Designation of the Client official:</b><br/>Director General (Legal), Privatisation Commission<br/><b>Address:</b> 4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Constitution Avenue, Islamabad.</p>   |
| 2 | <p><b>The Proposal Submission address is:</b></p> <p>Director General (Legal)<br/>Privatisation Commission<br/>4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Constitution Avenue,<br/>Islamabad.</p> <p style="text-align: center;"><b><u>Proposals must be submitted no later than the following date and time:</u></b></p> <p><b>Submission Deadline:</b> Not later than <b>June 03 2024 till 1500 hours</b> Pakistan Standard Time (PST). The Technical Proposal will be opened on the last date of submission at 1600 hours PST.</p> <p><b>*NOTE*</b> No Proposal shall be accepted after the deadline, in any case whatsoever.</p> |
| 3 | Expected date for commencement of legal services will be immediately upon signing of the Service Agreement.  |
| 4 | IPs to submit their Financial Proposal in PKR. The Financial Proposal should, therefore, be inclusive of all applicable taxes.   |
| 5 | The Proposals' validity shall be six (06) months from the date of submission   |
| 6 | <p>Clarifications may be requested <u>not later than seven (07) days</u> before the submission date.</p> <p>The contact information for requesting clarifications is on the following official email or in writing to:<br/>Email: <a href="mailto:dgadmn@privatisation.gov.pk">dgadmn@privatisation.gov.pk</a></p> <p>Director General (Legal)<br/>Privatisation Commission<br/>4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Constitution Avenue,<br/>Islamabad.</p>   |
| 7 | The Proposal as well as all related correspondence exchanged by the IP and the Client shall be written in English.   |

## 10. Eligibility Criteria

1-

| Sr. No. | Criteria   | Documents Required  |
|---------|--|---|
| 01      | At least fifteen (15) years of experience of working on company law matters, mergers and acquisitions  | a) List all engagements that demonstrate the relevant experience;<br>b) Copies of signed engagement letters and/or letters form clients showing engagement of IP for provision of relevant legal advisory services;<br>c) Any other document establishing proof of engagement for provision of relevant legal advisory service  |
| 02      | The IPs must be registered with FBR and be an Active tax payer list of Income Tax.   | NTN certificate and Income Tax returns for the FY - 2021-22-23.   |
| 03      | The IPs must be a legal entity set up as a Firm / Company/Sole Proprietor/LLC/Partnership, duly registered with concerned authorities of Pakistan. | (a) Partnership Deed (in case of Partnership); or<br>(b) Certificate of Incorporation as a Company or LLP, issued by the SECP (in case of Company or LLP).  |
| 04      | The IPs must have a team of eight (08) lawyers working with them.  | (a) Enrollment certificate(s) from the Pakistan Bar Council and the Supreme Court Bar Association of Pakistan (evidencing enrollment as ASC);<br>(b) Enrollment certificate(s) from Provincial Bar Council (evidencing enrollment as Advocate High Court, or above); and<br>(c) Enrollment certificate(s) from concerned Bar Council (evidencing enrollment as Advocate, or above). |

2. The IP is neither insolvent nor bankrupt.
3. The IP is not in the process of winding up, nor are any of its assets/properties under the control of a receiver.
4. The IP is not blacklisted by any government or semi government organization presently.

In regards to eligibility criteria at serial no. (2) to (4), the IPs must submit an affidavit signed and stamped on stamp paper of not less than Rs. 100/-.

## 11. Technical Evaluation criteria

| Sr. No. | Technical Evaluation   | Documents Required  | Marks Allocated            | Marks Obtained |
|---------|--|---|----------------------------|----------------|
| 01      | Relevant experience of advising companies on, including but not limited to, divestment, restructuring mergers, acquisitions, global equity capital markets, banking & finance, insurance, infrastructure, energy, legal management, opinion work, drafting of all kinds of | i. List all engagements that demonstrate the relevant experience;<br>ii. Copies of signed engagement letters and/or letters form clients showing engagement of IP for provision of relevant legal advisory services;<br>iii. Any other document establishing proof of | <b>Max marks: 30 marks</b> |                |

|    |   |  |  |  |
|----|---|--|--|--|
|    | commercial agreements, regulatory and legislative related work, similar to/related to working of the Commission.  | engagement for provision of relevant legal advisory service.   |  |  |
| 02 | <p>A team of at least eight (8) lawyers working in the Law Firm (IP) having the following qualifications:</p> <p>(a) At least one (01) lawyer enrolled as Advocate of the Supreme Court, with a minimum of four (4) years of experience post-enrollment as ASC; and</p> <p>(b) At least four (04) lawyers enrolled as Advocate High Courts or above, with a minimum experience of five (5) years post enrollment as AHC; and</p> <p>(c) At least three (3) lawyers enrolled as Advocates or above, with a minimum experience of one (1) year post enrollment as Advocate.</p> | <p>(a) Enrollment certificate(s) from the Pakistan Bar Council and the Supreme Court of Pakistan (evidencing enrollment as ASC); and</p> <p>(b) Enrollment certificate(s) from the Provincial Bar Council (evidencing enrollment as Advocate High Court, or above); and</p> <p>(c) Enrollment certificate(s) from the concerned Bar Council (evidencing enrollment as Advocate, or above).</p> <p>(d) Copies of CNICs.</p> <p>(e) Proof of employment/engagement with law firm (IP).</p> | <p>(a) 5 marks for ASC with 7+ years of experience post enrollment as ASC.</p> <p>(aa) 2.5 marks for ASC with 4 - 7 yrs. of experience post enrollment as ASC (<b>max of 5 marks</b>).</p> <p>(b) 4 marks for each AHC with 7+ yrs. of experience post enrollment as AHC.</p> <p>(bb) 3 marks for each AHC with 5 - 7 yrs. of experience post enrollment as AHC. (<b>max of 16 marks</b>)</p> <p>(c) 01 marks for each Advocate with 1+ years of experience post enrollment as Advocate (<b>max of 3 marks</b>).</p> <p><b>Max marks: 24 marks</b></p> |  |
| 03 | <p>A team of two (02) lawyers dedicated and placed at Client's premises and at disposal of the Client having the following qualifications:</p> <p>(a) Enrolled as Advocate High Courts of Pakistan or above for a minimum of five (05) years; and</p>   | <p>(a) Enrollment certificate(s) from Provincial Bar Council (evidencing enrollment as Advocate High Courts);</p>  | <p><b>Max marks: 30 marks</b></p>  |  |

|                     |  |   |                            |  |
|---------------------|--|---|----------------------------|--|
|                     | (b) Demonstrable relevant experience post-enrollment as Advocate High Courts.  | (b) List all engagements that demonstrate the relevant experience.                        |                            |  |
| 04                  | At least one member of the proposed team of lawyers at serial no. 03 should have experience of representing the Federal/Provincial Government before the High Courts and/or Supreme Court of Pakistan. | Copies of Order sheet/Judgements showing the name of the lawyer and the parties involved. | <b>Max marks: 16 marks</b> |  |
| <b>Total Points</b> |  |   | <b>100</b>                 |  |

**11. Scoring of technical and financial proposals:**

The technical proposal shall be assigned a score (Str) which shall be scaled up to constitute a final technical score (St) in the following manner:-

$$St = Str \times 100 / St_{max}$$

where  $St_{max}$  = Score of the highest ranked IP on technical criteria.

The financial score (Sf) shall be calculated in the following manner, namely: -

$$Sf = 100 \times (F_{min} / F_f)$$

where  $F_{min}$  = Lowest total fee bid

and  $F_f$  = Total fee bid by the IP under consideration.

The combined technical and financial proposal (Sc) shall be calculated in the following manner, namely: -

$$Sc = 0.80 \times St + 0.20 \times Sf$$

**Total Points for the criteria:**

**100%**

**The minimum technical score required to pass is:**

**60 Points**

**Section 3. Technical Proposal - Standard Forms**

**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

[LETTER HEAD]

Date. [●]

To:

**Director General (Legal)**  
Privatisation Commission  
Ministry of Privatisation, Government of Pakistan  
4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat  
Islamabad.

Dear Sir / Madam,

We, the undersigned, offer to provide the legal services for the assignment in accordance with your Request for Proposal dated [●] and our proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the legal services related to the assignment upon signing of the Service Agreement.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: [●]

Name and title of Signatory: [●]

## FORM TECH-2

### IP'S ORGANIZATION & EXPERIENCE

*The IP should list:*

- a) *All engagements that demonstrate the relevant experience;*
- b) *Copies of signed engagement letters and/or letters from clients showing engagement of IP for provision of relevant legal advisory services;*
- c) *Partnership Deed (in case of Partnership);*
- d) *Certificate of Incorporation as a Company or LLP, issued by the SECP (in case of Company or LLP).*
- e) *NTN certificate and Income Tax returns for the FY - 2021-22-23.*
- f) *Enrollment certificate(s) from the:*
  - i) *Pakistan Bar Council and the Supreme Court of Pakistan (evidencing enrollment as ASC);*
  - ii) *Provincial Bar Council (evidencing enrollment as Advocate High Court, or above); and*
  - iii) *Concerned Bar Council (evidencing enrollment as Advocate, or above);*
- g) *Any other document establishing proof of engagement for provision of relevant legal advisory service.*

**FORM TECH-3**

**PROPOSED TEAM & THEIR CURRICULUM VITAE (CVs)**

**1. Documents:**

- a) *Enrollment certificate(s) from the:*
  - i) *Pakistan Bar Council and the Supreme Court of Pakistan (evidencing enrollment as ASC);*
  - ii) *Provincial Bar Council (evidencing enrollment as Advocate High Court, or above); and*
  - iii) *Concerned Bar Council (evidencing enrollment as Advocate, or above);*
- b) *Proof of employment/engagement with law firm (IP).*
- c) *Copies of Order sheet/Judgements showing the name of the lawyer and the parties involved.*
- d) *List all engagements that demonstrate the relevant experience.*
- e) *Copies of CNICs.*

**2. Proposed Team of Lawyers & their CVs:**

| No. | Name | Position in the Law Firm | Area of Expertise | Years of post-enrollment experience |
|-----|------|--------------------------|-------------------|-------------------------------------|
| 1   |      |                          |                   |                                     |
| 2   |      |                          |                   |                                     |
| 3   |      |                          |                   |                                     |
| 4   |      |                          |                   |                                     |
| 5   |      |                          |                   |                                     |
| 6   |      |                          |                   |                                     |
| 7   |      |                          |                   |                                     |
| 8   |      |                          |                   |                                     |

**3. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any misstatement may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_.

**Section 4. Financial Proposal - Standard Forms**

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[LETTER HEAD]

Date: [●]

To:

**The Secretary,**  
Privatisation Commission  
Ministry of Privatisation, Government of Pakistan  
4<sup>th</sup> Floor, Kohsar Block, Pak Secretariat  
Islamabad.

Dear Sirs:

We, the undersigned, offer to provide legal services to the Privatisation Commission in accordance with your Request for Proposal dated [●] and our Proposal. Our Financial Proposal for the same is attached herewith.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: [●]

Name and Title of Signatory: [●]

FORM FIN-2

**FINANCIAL PROPOSAL**

| <b>No.</b> | <b>Legal Services as per Terms of Reference</b> | <b>Fee</b><br>(per month) |
|------------|---|---------------------------|
|            | Total monthly retainership fee                  | Rs. [●]/-                 |

Notes:

1. Out-of-pocket expenses, if any, to be paid at actual.
2. The above quoted fee is inclusive of all applicable taxes.

## **Section 5 – Terms of Reference**

The Client intends to engage the services of, and enter into a two-year contract with, a well-reputed, professional and experienced law firm for provision of legal services in respect of privatisation.

### **Detailed Scope of Work:**

The Law Firm shall be required to carry out any or all of the following tasks and perform the following services:

- Provide advice on all legal and regulatory matters and transactions concerning divestment, restructuring and privatisation to the management / board of the Privatisation Commission.
- Advice/guide in preparation of bid documents, EOI, RFP's IM's and draft advisory agreement for hiring of external advisors and other consultancy services required by the Privatisation Commission.
- Evaluate the legal and corporate structuring/restructuring of all privatisation transactions and mapping out relevant legal and regulatory requirements.
- Advice, review and, where required, provide opinion, as the case may be, on Privatisation related litigation, agreements, including but not limited to, the Share Purchase Agreements, Shareholders' Agreements, Management Agreements, Concession Agreements, Subscription Agreement, Investment Agreements and incidental and ancillary agreements.
- Facilitate and assist in the implementation and negotiation of contracts with external advisors, and the successful bidder/buyer (and its advisors) of the entity subject to privatisation, along with providing legal support on transactional, corporate and regulatory matters.
- Assist in liaison and negotiations with the Government Departments, Divisions, Ministries, Regulatory Bodies, Government-Owned and Controlled Corporations and Entities.
- Assist in line with the Privatisation Commission Ordinance 2000 and regulations framed thereunder on the recovery of sale proceeds and other operational and regulatory issues, including advice on outstanding receivables to the Privatisation Commission, formulation of the legal strategy on dispute resolution to the management.
- Formulating proposals and strategy for alternative dispute resolution mechanism, arbitration and charting out ways of implementation of the case strategy.
- Formulation of any new rules and/or regulations in line with the Privatisation Commission Ordinance 2000.
- Conducting due-diligence of legal documentation;
- Attendance and participation at meetings about and/or with entities having legal business with the Privatisation Commission, as and when required;
- Advise on all potential corporate, regulatory and other legal issues of public sector organizations.
- Any other matters assigned by the management / board of the Privatisation Commission.

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