



INVITATION TO

Pre-Qualification of Panel Law Firm for Legal Services

Ref. No.: EXIM/PROC/LEGAL-02/2025

Export-Import Bank of Pakistan (EXIM BANK), established by the Government of Pakistan as the official Export Credit Agency with the objective to promote, expand and facilitate diversification of the export base of Pakistan, and to encourage businesses by providing financial instruments/facilities to work on import substitution products, etc., invites sealed bids from reputable companies/firms, duly registered with tax and other relevant authorities, to serve as a Panel Law Firm for Legal Services.

2. Local Bidders (firm, company, etc.) shall be registered with FBR for the Sales and Income Tax and must be on an Active Taxpayer List (verifiable through ATL).
3. Pre-qualification documents, containing detailed terms & conditions, method of procurement, procedure for submission of bids, opening of bids, evaluation criteria, clarification/rejection of bids, etc., can be downloaded by the interested bidders from EXIM BANK's and P.P.R.A.'s websites. Prospective bidders may request clarification on any aspect of the Pre-qualification documents 'till **8th of April 2025**.
4. Bids, prepared in accordance with the instructions provided in the Pre-qualification documents, must be submitted on or before **15th of April 2025, at 1100 Hrs**. Bids will be opened on the same day at **1130 Hrs**. This notice is also available on EXIM Bank's and P.P.R.A.'s websites:

EXIM Bank: www.eximbank.gov.pk

P.P.R.A.: www.ppra.org.pk

Head of Procurement Committee, Export-Import Bank of Pakistan (EXIM Bank), Office No. 510-512, 5th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad, Pakistan.

Phone: +92-(0)51-917-0184.

Contributing Towards a Positive Trade Balance

مثبت تجارتی توازن، مضبوط پاکستان



Export Import Bank of Pakistan

Pre-qualification of PANEL LAW FIRMS for Legal Services

EXIM/PROC/legal-02/2025

Export Import Bank of Pakistan
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SECTION-I GENERAL

Introduction

The Government of Pakistan (“GoP”) has established the Export-Import Bank of Pakistan (“EXIM Bank”) with an objective to promote, expand and diversify the export base of the country by providing Export Credit insurance Lending facilities etc. for setting up export oriented and import substitution projects. The Export Import Bank of Pakistan will also provide guarantees, insurance, financing and other supporting services.

EXPORT IMPORT BANK OF PAKISTAN intends to pre-qualify capable Law Firm for Legal Services (hereinafter referred as “Services”), on as and when required basis.

SECTION-II- Invitation for Pre-qualification (IFP)

- a) EXPORT IMPORT BANK OF PAKISTAN intends to invite proposals from eligible and capable law firms/chambers for the provision of Legal Services on as and when required basis (the “**Bidders**”).
- b) The eligible Bidders will be placed on EXIM BANK’s panel to provide the said required services to the EXPORT IMPORT BANK OF PAKISTAN officials on as and when required basis.
- c) Pre-qualification is open and available to Bidders with valid NTN and Sales Tax Registration (if applicable), enlisted on Active Taxpayers List (verifiable from FBR official portal or otherwise) and must fulfill all legal criteria of registration.
- d) Bidders may obtain any further but relevant information regarding the nature and scope of work from the office of “Senior Officer Admin & Procurement” as per below mentioned address during office hours i.e. Monday to Friday (09:00 AM To 05:00 PM).
- e) Technical proposals for Pre-qualification must be delivered, in sealed envelopes, by hand to the office of undersigned on or before:

Head of Procurement Committee

Export Import Bank of Pakistan

Office No. 510-512, 5th Floor, Evacuee Trust Complex, Islamabad
not later than 03-Oct-22, 1100 Hrs. and be clearly marked as

“Pre-qualification of Law Firm for Legal Services”

- f) EXPORT IMPORT BANK OF PAKISTAN may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- g) Bidders will be informed, in due course, of the result of the evaluation of proposals. Only law firms/chambers prequalified under this process will be invited for submission of financial bid/Quotations on the basis of as and when required.

SECTION-III INSTRUCTIONS TO BIDDERS (ITB)

- a) EXPORT IMPORT BANK OF PAKISTAN will prequalify and enlist prospective Bidders from among those who have submitted their proposals in accordance with the requirements of EXPORT IMPORT BANK OF PAKISTAN to provide the Services described herein. The Prequalified Bidders shall be offered to submit their financials proposals/quotations, on as and when required basis and the work order shall be issued accordingly to lowest quoted qualified Bidders. Export Import Bank of Pakistan will not be responsible for informing other bidders regarding the lowest quotation.
- b) The Proposals shall be prepared in English/Urdu language.
- c) EXPORT IMPORT BANK OF PAKISTAN shall reject any application in case of non-compliance with the requirements.
- d) The Bidders must respond to all questions and provide complete information as advised in this document. Failure or shortcomings to provide required and essential information shall result in dis-qualification of the Bidder.
- e) The prequalification or enlistment of Bidders does not constitute or create a retainer ship.
- f) The Bidders shall bear all costs associated with the preparation and submission of their respective Proposals and EXPORT IMPORT BANK OF PAKISTAN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- g) EXPORT IMPORT BANK OF PAKISTAN requires that Bidders under their contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy the following terms are defined as hereunder.

- i. “Corrupt practice” includes offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - ii. “Fraudulent practice” includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - iii. “Collusive practice” includes an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - iv. “Coercive practice” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - v. “obstructive practice” includes deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXPORT IMPORT BANK OF PAKISTAN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or EXPORT IMPORT BANK OF PAKISTAN has a right to immediately reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in afore stated practices.
- h) A panel of law firms/chambers will be selected after an open and transparent bidding process in accordance with Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and Rules, Regulations and Guidelines made thereunder.
- i) The Prequalified law firms/chambers will be issued a Letter of Enlistment initially, for a period of three (03) years as per open frame agreement. The Bidders shall abide by all terms and conditions stipulated therein.
- j) The services will be procured on the basis of “AS AND WHEN REQUIRED”.
- k) For clarification on any type of Service in Pre-qualification document, the Bidders may send a written request to EXPORT IMPORT BANK OF PAKISTAN office, up till five (05) days before the proposal’s submission date.
- l) All clarifications will be communicated to the Bidders through e-mail (Procurement@eximbank.gov.pk).

- m) Bidders should ensure that the documents/information submitted with EXPORT IMPORT BANK OF PAKISTAN is true and correct. Misleading information or any forged document (whenever it is noticed) will lead to the termination of service immediately and strict legal action will be taken against the firm/chamber which may lead to blacklisting of firm/chamber.
- n) Bidders are under obligation to read and understand complete documents, EXPORT IMPORT BANK OF PAKISTAN shall not be responsible towards the Bidders for any of their claim or complaint which may arise in result of non-reading or misreading document by Bidders.
- o) EXPORT IMPORT BANK OF PAKISTAN is the originator of a document, any clarification or interpretation communicated by EXIM BANK, whether in response to a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
- p) Bidders shall not contact EXPORT IMPORT BANK OF PAKISTAN on the matter relating to their Pre-Qualification Document from the time of opening till the time, the evaluation is finalized, and official communication is sent to them. Any effort by the Bidder to influence EXPORT IMPORT BANK OF PAKISTAN in the Pre-Qualification Document evaluation shall result in the rejection of his proposal.
- q) The original Pre-qualification proposals shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initiated by the person or persons who sign(s) the Pre-qualification proposals.
- r) An authorized representative of the Bidder(s) should initial on all pages of the Pre-qualification proposals.
- s) The Pre-qualification proposals shall be prepared and submitted together in a plain sealed envelope and one (01) soft copy on a USB.
- t) The pre-qualification proposal shall be clearly marked with the following: -

Pre-Qualification Proposal

“Pre-qualification of Law Firm for Legal Services”

Tender ID: EXIM/PROC/legal-02/2025

From: Bidder Name, Address and Contact number.

- u) The Bidders must provide their contact details including postal addresses, telephone numbers, email and website (if applicable) along with contact persons with the proposal.
- v) The Proposals shall be submitted before **15-April-2025, 1100 Hrs.** and opened accordingly on **15-April-2025, 1130 Hrs.** in front of all the Bidders or their representatives who chose to be present.
- w) EXPORT IMPORT BANK OF PAKISTAN may reject any or all proposals at any time prior to its acceptance.
- x) In the case of Local/National holiday on the submission date, the proposal can be submitted on the next working day. The proposal shall be submitted at the same time as defined in pre-qualification documents.
- y) The pre-qualified bidders will be expected to commence the services on receipt of instructions from EXIM BANK.

SECTION-IV OBJECTIVE AND SCOPE OF WORK

A. OBJECTIVES

- a) To enlist the capable and eligible law firms/chambers for providing the Services as and when required by EXIM BANK.
- b) To ensure cost effective Services to EXPORT IMPORT BANK OF PAKISTAN by Bidders.
- c) To ensure timely services of Bidders.
- d) To render excellence in quality, innovation, & cost-effective travel services with related products.

B. SCOPE OF WORK (PANEL LAW FIRMS)

- a) Providing legal advisory on banking regulations and financial transactions.
- b) Drafting, reviewing and vetting legal documents all legal documentation included but not limited to insurance arrangements, reinsurance arrangements, financing structures, loans, guarantees.

- c) Advising on trade finance, export credit and related financial instruments.
- d) Providing legal opinion on corporate governance and regulatory compliance.
- e) Advising Export Import Bank of Pakistan on various legal, contractual and procurement related issues that may arise during negotiations and execution of contracts as part of EXIM Bank's normal course of business as well as other official documentation.
- f) Assisting in negotiations of the agreements as the need arises.
- g) Assisting Export Import Bank of Pakistan in the proper execution of agreements and suggesting remedial measures in case of non-performance.
- h) Advising on dispute resolution mechanisms, including arbitration and mediation.
- i) Assisting in obtaining regulatory approvals and responding to regulatory inquiries.
- j) Providing legal guidance on employment contracts, policies and procedures.
- k) Providing legal opinions regarding the issues of Pakistani Law and sourcing international legal as and when required.
- l) Negotiating and replying to legal notices and assisting Export Import Bank of Pakistan in dealing with issues through arbitration or ADR mechanism.
- m) Attending meetings of the management of the Bank and the Board (if required).
- n) Representing Export-Import Bank Pakistan before courts, tribunals, and regulatory bodies or any other forum in case of any litigation, arbitration or hearing on a case-to-case fee. Additionally, providing legal support as a representative in any internal committee, as required by the Bank.
- o) Assisting in identifying and finalizing policies and manuals that are required under law and corporate governance requirements.
- p) Any other services that may be incidental or ancillary to the provision of above services.
- q) Any other matters as and when requested by EXIM Bank.

SECTION-V ELIGIBILITY CRITERIA

The Bidders must comply with the following requirements.

- a) Only law firms/chambers can participate in the bidding process.
- b) Must be licensed to practice law in Pakistan.
- c) Must have a team of qualified and experienced lawyers with expertise in banking, finance, corporate, and commercial law.
- d) Bidders must have a minimum of five (05) years of relevant working experience in the provision of Services from the date of registration with the respective bar council(s).
- e) Bidder must provide details/list of at least fifteen (15) clients (Entities/Companies) for which they have provided Legal Services and should have worked with at least five (05) Banks/Development Financial Institutions (DFI) in the last three years. Documentary evidence shall be required in this regard. We should demonstrate a successful track record in handling financial and trade-related legal matters.
- a) The bidder must provide last financial years bank accounts statements indicating annual financial turnover of more than PKR 5,000,000/- (Pak Rupees Five Million Only).
- b) The Bidders must be on Active Taxpayer (verifiable through FBR ATL) as per the Eligible Bidders (Tax Compliance) Regulations, 2015 and should have a valid NTN and Sales Tax registration (if applicable).
- c) The bidder should provide proof of providing legal services under laws of Pakistan.
- d) The Bidder shall submit Pre-qualification Application (Annexure-A) along with all Annexures attached herewith.
- e) EXPORT IMPORT BANK OF PAKISTAN will examine the Proposals to determine completeness, general orderliness and sufficiency in responsiveness.
- f) The Bidders shall provide an undertaking on letterhead that they have not been declared insolvent or blacklisted by any Government/Semi-Government institution/organization. (Annexure B attached)

- g) Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal. (Specimen attached as Annexure C)

SECTION-VI FINANCIAL PROPOSAL & FINANCIAL INSTRUMENTS

- r) Only the Prequalified Bidders shall be invited to submit financials proposals/quotations, as and when required basis and the work order shall be issued, accordingly, to prequalified Bidder who quoted the lowest amount.
- s) Pre-qualified bidders shall mention the lump sum amount in financial proposal/Quotations, which shall be inclusive of all service charges, applicable taxes, levies, duties and fees as per prevailing laws.
- t) The pre-qualified bidders shall pay all such taxes, duties, fees and other impositions levied under the applicable laws and the payments made by EXPORT IMPORT BANK OF PAKISTAN shall be subject to such deductions and withholdings as are required by prevailing laws which shall be to the account of the service provider.
- u) The request for pre-qualification shall remain valid for the period of ninety (90) days from the date of submission. EXPORT IMPORT BANK OF PAKISTAN will make an effort to complete the evaluation and communicate within this period.

SECTION VII COMPLIANCE WITH PRE-QUALIFICATION DOCUMENTS

- a) Compliance against relevant clauses and sub-clauses of the Prequalification document shall be shown by signing & stamping each page of pre-qualification document by authorize representative of bidder.

SECTION-VIII ANNEXURES

Annexure-A

Letter of Application

[Letterhead paper of the Bidder, including full postal address, telephone no., fax no., and e-mail address]

Date:

To,
Head of Procurement Committee,
Export Import Bank of Pakistan
Office # 510-512, 5th Floor,
Evacuee Trust Complex, F-5/1,
Islamabad.

Dear Sir/Madam

1. I/we, the undersigned, being duly authorized to represent and act on behalf of (hereinafter “the Bidder”) have reviewed and fully understood all the prequalification information provided by EXIM BANK, the undersigned hereby apply to be prequalified as a Bidders for the “Services” bearing Prequalification No.- ---.
2. EXPORT IMPORT BANK OF PAKISTAN and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.
3. EXPORT IMPORT BANK OF PAKISTAN and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

4. This application is made with the full understanding that:

- (a) bids by pre-qualified Bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding;
5. I/We confirm that in the event that I/we bid, that bid as well as any resulting contract will be signed so as to legally bind me/us jointly and severally.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

For and on behalf of	
Signature	
Name	
Designation	

ANNEXURE “B” – BLACKLISTING UNDERTAKING

I ----- son of ----- CNIC ----- resident of ----- working with ----- as ----- and being an authorized representative and authority to sign off this undertaking do hereby solemnly affirm and declare that we have participated in the tender for provision of procurement of ----- having Tender # ----- We further declare that the Company/Firm namely ----- has never been blacklisted from Government/Semi-government organizations.

Further declare that the contents of above-mentioned undertaking is true and correct to the best of our knowledge and belief and nothing has been concealed there from.

Deponent _____

Annexure – C : Bid Securing Declaration Form

Date:
Tender ID.

To: *[Export Import Bank of Pakistan]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Export Import Bank of Pakistan during the period of Bid Validity, (i) failure to sign the contract if required by Export Import Bank of Pakistan to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Pre-Qualification documents

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of Bidder**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (hereinafter referred to as the “**Agreement**”) is made and entered at _____ on this _____ day of _____, 2025

By and Between

Export-Import Bank of Pakistan, a statutory corporation established under Export-Import Bank of Pakistan, Act, 2022, a wholly owned entity by the Government of Pakistan, having its head office at Office No. 510-512, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad, Pakistan acting through its duly authorized officer/s (hereinafter referred to as “**EXIM Bank**” which expression shall, where the context so permits shall mean and include its successors-in-interest, administrators and permitted assignees) of the one part;

And

_____, having its offices at _____, practicing the profession of law as a [partnership] firm (hereinafter referred as the “**Law Firm**” which expression shall, where the context so permits shall mean and include its successors-in-interest, administrators and permitted assignees) of the other part;

(Export Import Bank of Pakistan and the Law Firm may be collectively referred to hereinafter as the “**Parties**” and individually as the “**Party**”);

WHEREAS, Export Import Bank of Pakistan is desirous of availing professional legal services from the Law Firm, from time to time, to perform the scope of services as defined in Appendix [] hereto (“**Services**”);

AND WHEREAS, the Law Firm warrants and represents that the Law Firm has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Agreement;

AND WHEREAS, the Law Firm has qualified through pre-qualification process and has agreed to such engagement to perform and complete the required Services in accordance with the terms and conditions as set forth herein;

NOW THEREFORE, in consideration of mutual covenants and agreements, the Parties hereto, agree to the following terms and conditions:

1. Appointment

- 1.1 Export Import Bank of Pakistan hereby places the Law Firm on its panel on a non-exclusive basis to provide the Services on 'As and When Required' basis.

- 1.2 The Law Firm undertakes and agrees that it shall perform the Services and carry out its obligations under this Agreement with due diligence, care, efficiency and economy and to the acceptable standards.
- 1.3 The Law Firm shall nominate at least one (01) member of staff having required expertise, who shall remain available during the term of this Agreement as EXIM Bank's primary contact person, to arrange/execute for the performance of the Services.

2. Scope of Work

- 2.1 The detailed scope of work under this Agreement is attached herewith as Appendix _____.
- 2.2 The Law Firm shall perform the Services and its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- 2.3 The Law Firm shall within fifteen (15) days of written demand, indemnify in monetary terms up to the extent of paid/payable Attorney fees and hold harmless Export Import Bank of Pakistan by defending Export Import Bank of Pakistan at the relevant legal/quasi legal forums without charging any further fee, against any claims, losses, indirect damages, costs or expenses (including Attorney fees) brought against, suffered or incurred by the Export Import Bank of Pakistan on account of any gross negligence, breach or willful misconduct of the Law Firm in the performance of the Services. The Law Firm shall perform the duties strictly in accordance with the Code of Conduct for Legal Practitioners and other obligations set forth by Legal Practitioner and Bar Councils Act 1973" and other Bar Associations/ alike forums applicable on the Law Firm.

3. Fees

- 3.1 Export Import Bank of Pakistan shall pay to the Law Firm an amount of legal fees for each assignment / matter in which the Law Firm has been engaged and which shall be determined for that particular assignment / matter as per the rates given in Appendix [] hereto.
- 3.2 The Law Firm shall raise an invoice within a period of [] days after acceptance of the assignment by Export Import Bank of Pakistan or after performance of the relevant assignment, as the case may be. The invoice shall include the payable/ agreed amount, the activities duly undertaken and successfully completed, the time spent on that particular activity, National Tax Number of the Law Firm together with the title in whose name the payment is to be made.
- 3.3 Taxes shall be deducted at source as per applicable laws at the time of payment.
- 3.4 Payment shall be made, through cross cheque in the Pakistani Rupees (PKR), within [] days after receipt of an error free invoice from the Law Firm.
- 3.5 The expenses for air fare, boarding and lodging, travelling for participation in meeting(s) shall be paid at actuals.

4. Term & Termination

- 4.1 This Agreement shall be valid for a period of three (03) years where after it may be renewed on such terms and conditions as agreed by both Parties.
- 4.2 Notwithstanding the foregoing, Export Import Bank of Pakistan may without assigning any reason and at its sole and absolute discretion terminate this Agreement at any time by serving on the Law Firm _____ days' prior written notice.
- 4.3 The Law Firm may terminate this Agreement, by giving not less than _____ days' written notice to EXIM Bank:
- (a) if Export Import Bank of Pakistan fails to pay any undisputed monies due to the Law Firm within ____ days after receiving written notice from the Law Firm that such payment is overdue;
 - (b) if Export Import Bank of Pakistan is in material breach of its obligations pursuant to this Agreement and has not remedied the same within _____ days (or such longer period as the Parties may have subsequently approved in writing) following the receipt by Export Import Bank of Pakistan the Law Firm's notice specifying such breach;
 - (c) if, as a result of Force Majeure, the Law Firm is unable to perform a material portion of the Services for a period of not less than _____ days.
- 4.4 Upon termination of this Agreement, the Law Firm shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

5. Confidentiality

- 5.1 The Law Firm agrees to hold confidential any information supplied to it by Export Import Bank of Pakistan and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- 5.2 The Law Firm shall ensure to require its consultants and employees to enter into appropriate nondisclosure agreements related to such confidential information, however the Law Firm shall remain responsible for any breach of confidentiality and shall indemnify EXIM Bank.
- 5.3 As used hereunder, the term "**Proprietary Information**" means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by Export Import Bank of Pakistan (the "**Disclosing Party**") to the Law Firm (the "**Recipient Party**") either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.

- 5.4 Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence.
- 5.5 In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions comparable to those provided in this Section. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.
- 5.6 The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief in the form of liquidated damages (which shall be claimed as a reasonable estimate of actual loss and not as a penalty), to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.
- 5.7 The obligations of the Recipient Party under this clause shall survive termination or expiry of this Agreement
- 5.8 The provisions of this clause shall not apply to information within any one of the following categories:
- (a) information which was in the public domain prior to a Party's receipt thereof or which subsequently becomes part of the public domain by publication or otherwise except by the receiving Party's wrongful act;
 - (b) information which the receiving Party can show was in the receiving Party's possession prior to its receipt thereof through no breach of any confidentiality obligation;
 - (c) information received by a Party from any other person which did not have a confidentiality obligation with respect thereto; and
 - (d) other than as may be required by a Governmental Authority, and then only to the extent required, neither Party shall publish the terms and conditions of this Agreement, unless the other Party provides its express prior written consent thereto.

6. Conflict of Interest

EXIM Bank's policy requires that the Law Firm while providing the Services shall render professional and impartial advice and at all times hold the interest of Export Import Bank of Pakistan paramount, and strictly avoid conflicts with other assignments. The Law Firm shall be under an obligation to disclose any situation of actual or potential conflict that impacts

their capacity to serve the best interest of EXIM Bank. Failure to disclose said situations may lead to the disqualification of the Law Firm.

7. Miscellaneous

- 7.1 The Parties shall agree to amicably resolve any dispute, which may arise, under the Agreement through good faith negotiations. In case of no resolution of the dispute by the authorized representatives, the matter shall be referred to the management of Export Import Bank of Pakistan who shall resolve the dispute and its decision shall be final and binding. While the Parties are in the process of resolving a dispute, both Parties shall continue to perform their obligations under the Agreement.
- 7.2 The Parties shall not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation catastrophic acts of God, war (declared or undeclared), riots, hostilities, revolutions, civil commotion, strikes, epidemics, unavoidable accident, fire, flood, earthquake, explosions or any other cause similar in nature or due to any law, order or requirement of any governmental agency or authority.
- 7.3 This Agreement shall be governed and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts in Pakistan shall have jurisdiction in all matters in relation to this Agreement.
- 7.4 This Agreement constitutes the entire Agreement between the Parties and supersedes any and all prior oral and written agreements, negotiations, representations, warranties, statements or undertakings between the Parties with respect to the subject matter hereof.
- 7.5 This Agreement or any of its terms may be varied, amended, waived or discharged only by mutual consent of the Parties in writing.
- 7.6 The Parties hereby agree and undertake that they are independent entities engaged in the conduct of their own business and neither party shall be deemed to be the agent, representative or employee of the other for any purpose whatsoever and neither does it create any right or authority to make any representation or warranty or to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other.
- 7.7 The rights given to the Parties under this Agreement shall be cumulative in nature and any failure to exercise such right shall not constitute a waiver of the same, unless the right has been expressly waived in writing by the party in question.
- 7.8 If for any reason any provision hereof shall be inoperative, the validity and effect of all the other provisions under this Agreement shall remain unaffected.
- 7.9 Except as provided herein, neither party may assign, transfer or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

- 7.10 The headings contained in this Agreement are for convenience and ease of reference only and shall not affect, in any manner, the interpretation of this Agreement.

APPENDICES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly appointed representatives on the date, month and year mentioned above.

[LAW FIRM]

Signed on: _____

At: _____

Witnesses:

1. _____

2. _____

For and on behalf of

EXPORT IMPORT BANK OF PAKISTAN OF PAKISTAN

Signed on: _____

At: _____

Witnesses:

1. _____

2. _____