

Request for Proposals (RFP) for Appointment of Legal Advisor on Retainership Basis

Introduction

PIA Holding Company Limited (“PIAHCL”) invites proposals from qualified law firms ranked in the latest edition of Chambers & Partners (Pakistan) or Legal 500 (Pakistan), or registered law firms in Pakistan, for the provision of legal advisory services on a retainership basis. Selected firm will provide legal support to PIAHCL across range of corporate, commercial, regulatory governance matters.

Submission of Bid

A. INSTRUCTIONS FOR SUBMISSION OF BID

1. Bidding Procedure:

Bidding shall be conducted under the Single Stage, Two Envelope Procedure in accordance with Public Procurement Rules 2004.

2. Bidding Documents:

Bidding documents/notice are available electronically and may be downloaded from:

- a. PIAHCL website: www.piahcl.com.pk
- b. PPRA website: www.ppra.org.pk
- c. PPRA E-PADS portal: <https://eprocure.gov.pk/#/auth/login>

3. Submission of Bids

Bidders must be registered on PPRA E-PADS and shall submit their bids electronically through the E-PADS Portal. In addition to the electronic submission, bidders may also submit a hard copy of the bid at the office of Manager Legal, Corporate Affairs & Compliance, PIAHCL, 4th Floor, PIA Building, AK Fazal-e-Haq Road, Blue Area, Islamabad, no later than **07-01-2026** at 03:00 PM..

4. Opening of Bids:

Bids will be opened on the same day at **03:30 PM** in the presence of bidders who opt to attend.

5. Late Bids:

Bids received after the stipulated date and time shall **not** be considered.

6. E-PADS Requirement:

Submission of bids through **PPRA E-PADS is Mandatory**. Hard copy submission **alone** shall not be accepted under any circumstances.

7. Submission by Registered Post:

A bid may also be sent through registered mail to the address mentioned in section 3, provided it reaches before the closing date and time.

8. Tax Registration Requirements:

Bidder shall be registered with the FBR and shall provide a Tax Registration Certificate (NTN). If the bidder is registered for sales tax on services, the relevant Sales Tax Registration Number (STRN) shall also be provided.

9. Minimum Technical Qualification Score

In line with the Quality and Cost Based Selection, a bidder must obtain a **minimum of seventy percent (70%) of the Technical Evaluation score (70 Marks)** i.e **49 marks out of 70**. Financial proposal of the bidders securing 49 marks or above shall be opened, whereas, bidders scoring less than **49 marks** in the Technical Evaluation shall be declared **Non-Responsive** and their Financial Proposals shall be returned unopened in accordance with the applicable PPRA Rules.

10. Acknowledgement of Attached Documents:

The bidder shall acknowledge and accept the **Draft Agreement for Legal Advisory Services on a Retainer Basis (Annexure I)** and the **Draft Integrity Pact (Annexure II)** as part of the bidding documents. Submission of a bid mean bidder's acceptance of these annexures in principle, subject to execution upon award.

B. OPENING OF BID

1. **"Technical Proposal"** will be opened on the stipulated date & time.
2. After Evaluation of the submitted Technical Proposals, Financial Proposals will be opened at the date, time & venue to be announced in the presence of the bidders or their representatives who may choose to be present.
3. Financial Proposals shall be opened only of those bidders who are declared technically acceptable. Financial Proposals of all other bidders shall not be opened and shall be returned unopened after completion of bid process.

C. PREPARATION OF BID

Bid shall comprise of a single-stage two sealed envelopes, each envelope shall be marked **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"**.

1. TECHNICAL PROPOSAL:

- I. Technical Proposal shall be enclosed in a sealed, signed, and stamped envelope.
- II. Envelope shall clearly mention Technical Proposal and Bid Title, duly addressed to Manager Legal, Corporate Affairs & Compliance, PIAHCL, 4th Floor, PIA Building, AK Fazal-e-Haq Road, Blue Area, Islamabad.
- III. Technical Proposal shall include the profile of the law firm, including experience in advising Listed Entities, Listed State-Owned Enterprises (SOEs) and/or Government of Pakistan.
- IV. The proposal shall include profiles of the engagement partner and key personnel to be deployed on PIAHCL matters.
- V. Written confirmation of availability to commence work immediately upon award must be provided.
- VI. Technical Proposals will be evaluated strictly in accordance with the Evaluation Criteria provided in this RFP.

2. FINANCIAL PROPOSAL

- I. Financial Proposal shall be enclosed in a sealed, signed, and stamped envelope.
- II. Envelope shall clearly mention the Financial proposal and Bid Title, duly addressed to Manager Legal, Corporate Affairs & Compliance, PIAHCL, 4th Floor, PIA Building, AK Fazal-e-Haq Road, Blue Area, Islamabad.
- III. Envelope must contain the Financial Bid, duly quoted, signed, and stamped.
- IV. The price quoted in the Financial Proposal shall be treated as firm and final until completion of the Contract/Purchase Order.
- V. The Bid amount must be stated in both words and figures.

VI. The Financial Proposal shall be inclusive of all applicable taxes. No price adjustment shall be allowed.

VII. The Financial Bid must remain valid for 60 days.

D. DURATION OF CONTRACT

This Agreement shall remain in force for a period of one year; extendable for two terms of one year each, to be mutually agreed in writing unless terminated earlier by either party with thirty (30) days' prior written notice.

E. ATTACHED DOCUMENTS

1. Draft Agreement for Legal Advisory Services on a Retainer Basis – Annexure I
2. Draft Integrity Pact – Annexure II.

Important Note:

- **The contract will be awarded to the most advantageous bidder.**
- **Manual submission of bids without electronic submission on E-PADS shall not be accepted. Bidders are required to submit their bids electronically on E-PADS and submit a hard copy to the address specified, within the stipulated timelines.**
- **In case of any grievance filed by an aggrieved bidder at any stage, a fee of PKR 15,000/- must be submitted as a pay order in the name of *PIA Holding Company Limited*, along with the grievance letter/request. The fee shall be refundable only if the grievance is found tenable; if declared untenable, no refund shall be made.**
- **PIA-HCL reserves the right to accept or reject any bid, or all bids, or cancel the bidding process at any stage in accordance with PPRA Rules.**

For any correspondence, clarification or inquiries, please use the following phone number, mailing address, or email address:

Manager Legal, Corporate Affair & Compliance,

PIA Holding Company Limited Email:

mgr.legal@piahcl.com.pk

Phone: 051-9059207 Cell: 0314-5555327

TERMS OF REFERENCE

The engagement of law firm shall be on a monthly retainer basis, with a base allocation of 15 hours of legal advisory per month. Any additional hours beyond the base retainer shall be billed separately, in accordance with the financial proposal submitted by the selected firm. The appointed legal counsel shall be required to:

- a. Provide legal advice and support on day-to-day matters concerning the business of PIA-HCL including issues related to Securities and Exchange Commission of Pakistan, Pakistan Stock Exchange, regulatory authorities, commercial contracts, employment matters and all other related matters;
- b. Draft, review and negotiate legal documents and agreements for and on behalf of PIA-HCL;
- c. Advice on Corporate Secretarial matters including SECP, PSX & SOE Act;
- d. Draft legal notices or responses to legal notices;
- e. Advising and assisting on matters relating to the privatization of subsidiaries / associated companies of PIA-HCL and disposal of its assets as per respective arrangements;
- f. Virtually attend board and committee meetings, if requested, and provide legal support to the PIA-HCL Board and senior management in connection with PIA-HCL's business;
- g. Advise on litigation matters, including strategy, review of pleadings, coordination with external counsel, and oversight of ongoing legal proceedings; and
- h. Assist PIA-HCL in implementing and giving effect to the SECP order dated 3rd May 2024 pertaining to the Scheme of Arrangement between PIACL and PIA-HCL.

EVALUATION CRITERIA

DESCRIPTION	Marks	WEIGHTAGE
Law Firm Credentials	Marks	
Chambers & Partners / Legal 500 Ranking OR Non-Ranked Firms Marks: Band/Category 1: 15; Band/Category 2: 12; Band/Category 3: 9; Band/Category 4 or law firms not ranked in the above but registered/licensed in Pakistan and having a minimum of fifteen (15) years of demonstrable and similar corporate legal practice experience: 6.	15	30%
Experience with Listed Companies / SOEs / Federal and/or Provincial Governments <ul style="list-style-type: none"> Bidders are expected to showcase their experience with the listed companies / SOEs / Federal and/or Provincial Governments Marks will be allocated on Size and Scale of the Clients of the bidder and Nature & Complexity of Assignments undertaken by Bidder 	5	
Experience in Corporate Advisory and Regulatory Matters <ul style="list-style-type: none"> Bidders are expected to showcase their experience with the listed companies / SOEs / Federal and/or Provincial Governments Marks will be allocated on Size and Scale of the Clients of the bidder and Nature of Complexity of Assignments undertaken by Bidder 	10	
Engagement Partner Credentials		
Chambers & Partners / Legal 500 Ranking OR Non-Ranked Partners Marks: Band/Category 1: 15; Band/Category 2: 12; Band/Category 3: 9; Band/Category 4 or engagement partners not ranked in the above but having a minimum of fifteen (15) years of demonstrable and similar corporate legal practice experience: 6.	15	30%
Experience with Listed Companies / SOEs / Federal and/or Provincial Governments <ul style="list-style-type: none"> Nominated Engagement Partner is expected to showcase his/her experience with the listed companies / SOEs / Federal and/or Provincial Governments Marks will be allocated on Size and Scale of the Clients managed by the Engagement Partner and Nature of Complexity of Assignments undertaken by him/her 	5	
Experience in Corporate Advisory and Regulatory Matters <ul style="list-style-type: none"> Nominated Engagement Partner is expected to showcase his/her experience with the listed companies / SOEs / Federal and/or Provincial Governments Marks will be allocated on Size and Scale of the Clients of the Nominated Engagement Partner and Nature of Complexity of Assignments undertaken by him/her 	10	
Understanding of Scope & Methodology <ul style="list-style-type: none"> Understanding of PIA-HCL as a public limited company listed at PSX Regulatory Compliance required to be complied with as state-owned enterprise, public limited company and listed enterprise Understanding of PIA-HCL subsidiaries and on-going privatisations with the objectives to highlight corporate actions concerning the company 	10	10%
Financial Proposal	30	30%
TOTAL		100%

FINANCIAL PROPOSAL

S. No.	Description	SERVICES FEES (PKR)
1	MONTHLY RETAINER FEES (Up to 15 hours of Legal Advisory Services per Month)	
<i>Amount in Words:</i>		
2	Beyond 15 hours monthly retainer a. Partner / Managing Partner Hourly Rate (PKR): _____ Amount in Words: _____ b. Associate(s) Hourly Rate (PKR): _____ Amount in Words: _____	
<i>Amount in Words:</i>		

Signature of Authorized Person

Name: _____

M/s: _____

Address: _____

Tel. No: _____

ANNEXURE I

DRAFT AGREEMENT FOR LEGAL ADVISORY SERVICES ON RETAINER BASIS

This Agreement for legal advisory services on retainer basis is made on this [day] of [month] [year].

By and Between

- i. PIA Holding Company Limited, a company incorporated under the Companies Act, 2017, having its registered office at 4th Floor, PIA Building, 49-AKM Fazal-e-Haq Road, Blue Area, Islamabad (hereinafter referred to as “PIA-HCL”), and
- ii. [Insert Name of Law Firm], a law firm duly having its principal office at [Insert Address] (hereinafter referred to as the “Legal Advisor”).

1. Scope of Services

The Legal Advisor shall provide legal advisory services to PIA-HCL on a retainer basis, including but not limited to:

- (i) Day-to-day legal advice and support on day-to-day matters concerning the business of PIA-HCL including issues related to Securities and Exchange Commission of Pakistan, Pakistan Stock Exchange, regulatory authorities, commercial contracts, employment matters and all other related matters.
- (ii) Drafting, reviewing, and negotiating legal documents and agreements.
- (iii) Preparing legal notices and responses.
- (iv) Attending board and committee meetings, if requested.
- (v) Advice on Corporate Secretarial matters including SECP, PSX & SOE Act.
- (vi) Advising and assisting on matters relating to the privatization of subsidiaries / associated companies of PIAHCL and disposal of its assets as per respective arrangements.
- (vii) Advise on litigation matters, including strategy, review of pleadings, coordination with external counsel, and oversight of ongoing legal proceedings.
- (viii) Assist PIA-HCL in implementing and giving effect to the SECP order dated 3rd May 2024 pertaining to the Scheme of Arrangement between PIACL and PIA-HCL.

2. Retainer Structure

The engagement shall be governed by the following fee structure:

- a. **Monthly Retainer Fee:**
Legal Advisor shall be entitled to a fixed monthly retainer fee of PKR Insert Amount, which covers up to 15 hours of legal advisory services per month.
- b. **Additional Hours:**
Any hours exceeding the 15 hours monthly allocation shall be billed at an hourly rate of PKR [Insert Rate], subject to prior written approval by PIA-HCL.

3. Term and Termination

This Agreement shall be effective from [the effective date] and shall remain in force for a period of [Duration], unless terminated earlier by either party with thirty (30) days' written notice.

4. Invoicing and Payment

- (i) Invoices shall be submitted monthly in arrears.
- (ii) Payments shall be made within thirty (30) days of receipt of invoice, subject to verification and approval.
- (iii) All payments shall be inclusive of applicable taxes.

5. Confidentiality

The Legal Advisor shall maintain strict confidentiality of all information, documents, records, data, or material received from or on behalf of PIA-HCL in connection with this Agreement (collectively, "Confidential Information"). The Legal Advisor shall not disclose, publish, share, or otherwise make available any Confidential Information to any third party without the prior written consent of PIA-HCL, except where such disclosure is expressly required by law or by order of a court of competent jurisdiction, in which case the Legal Advisor shall provide prompt written notice to PIA-HCL prior to making any such disclosure.

The obligations under this Clause shall survive expiry or termination of this Agreement.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Islamabad.

The Parties further agree that the Legal Advisor shall not be entitled to seek or obtain any injunctive, specific performance, restraining, stay, interim, or equitable relief against the PIA-HCL in relation to any matter arising under this Agreement, and the sole and exclusive remedy available to the Legal Advisor for any breach or dispute shall be monetary damages, if any, as may be determined by a court of competent jurisdiction.

7. Liability

- a. The Legal Advisor shall be liable for consequence of errors or omissions on its part. The extent of liability shall be in no case less than remunerations nor should the liability exceed twice the remunerations.
- b. The PIA-HCL may demand insurance on part of the Legal Advisor to cover its liability.
- c. The Legal Advisor shall be held liable for all losses or damages suffered by the PIA-HCL on account of any misconduct and unsatisfactory performance by the Legal Advisor in performing the services under this agreement.

- d. The Legal Advisor shall not represent, advise, appear for, or otherwise engage with any third party in relation to any matter, proceeding, transaction, dispute, complaint, claim, regulatory issue, enquiry, or legal action that involves, relates to, or is adverse to PIA-HCL, its subsidiaries, shareholders, officers, employees, or affiliates, without the prior written approval of PIA-HCL.
- e. This restriction shall apply during the term of this Agreement and shall remain effective for a period of **Six (06) Months** following the expiry or termination of this Agreement, for any reason whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For PIA Holding Company Limited

Signature: _____
Name: _____
Designation: _____

For [Insert Name of Law Firm]

Signature: _____
Name: _____
Designation: _____

Witness -1
Signature _____
Name _____
CNIC No _____

Witness - 2
Signature _____
Name _____
CNIC No _____

ANNEXURE II

DRAFT INTEGRITY PACT

Agreement Number: _____

Dated: _____

Agreement Value: _____

Agreement Title: _____

(Name of law firm) (Counsel) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from PIA-HCL or any employee or consultant thereof any other entity owned or controlled by PIA-HCL or the Federal Government through any corrupt business practice.

Without limiting the generality of the foregoing, Counsel represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from PIA-HCL, except that which has been expressly declared pursuant hereto.

Counsel certifies that it has made and will make full disclosure of all agreement and arrangements with all persons in respect of or related to the transaction with PIA-HCL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Counsel accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or talking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PIA-HCL under any law, contract or other instrument, be voidable at the option of PIA-HCL.

Notwithstanding any rights and remedies exercised by PIA-HCL in this regard, Counsel agrees to indemnify PIA-HCL for any loss or damage incurred by the PIA-HCL on account of corrupt business practice of Counsel and further pay compensation to PIA-HCL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Counsel as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PIA-HCL.

PIA-HCL

Legal Advisor