

**AGREEMENT FOR ENGAGEMENT OF LAW FIRM / ASSOCIATION OF PERSONS /
PARTNERSHIP ON RETAINER BASIS**

This Agreement ("Agreement") is made and executed at Multan on this ____ day of _____, 2026.

BETWEEN

M/s Multan Electric Power Company Limited (MEPCO) a State-Owned Enterprise incorporated under the Companies Act, having its registered office at Khanewal Road, Multan, Pakistan (hereinafter referred to as "MEPCO" or "the Company", which expression shall, where the context so permits, include its successors, administrators and assigns);

AND

M/s _____, a Law Firm / Association of Persons / Partnership, having its principal office at _____, through its authorized representative Mr./Ms. _____, Advocate Supreme Court of Pakistan / High Court (hereinafter referred to as "Law Firm / Association of Persons / Partnership", which expression shall include its partners, associates, successors and permitted assigns).

MEPCO and the Law Firm / Association of Persons / Partnership are hereinafter collectively referred to as "the Parties" and individually as "Party".

1. RECITALS

WHEREAS:

- A.** MEPCO intends to engage a professional Law Firm / Association of Persons / Partnership on retainer basis for legal advisory, consultation, drafting, vetting, compliance and related legal services;
- B.** The Law Firm has represented that it possesses requisite professional expertise, competence, experience and legal standing for rendering such services;
- C.** MEPCO has selected the Law Firm through a competitive procurement process in accordance with applicable provisions of the Public Procurement Regulatory Authority Rules, 2004;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. DEFINITIONS

Unless the context otherwise requires:

- "Agreement" means this Agreement including annexures and amendments.
- "Applicable Laws" means all laws, rules, regulations, notifications and statutory instruments enforceable in Pakistan.
- "Confidential Information" means all information, documents, records, data, proceedings and communications relating to MEPCO.
- "Services" means legal services described under Scope of Work.
- "Lead Counsel" means the Advocate Supreme Court of Pakistan.

3. APPOINTMENT

3.1 MEPCO hereby appoints the Law Firm / Association of Persons / Partnership as its Legal Advisor on Retainer basis for provision of legal services specified herein.

3.2 The Law Firm / Association of Persons / Partnership accepts such appointment and undertakes to provide services with highest professional diligence, integrity, independence and competence.

3.3 The relationship between the Parties shall strictly be that of an independent professional consultant and client. Nothing contained herein shall constitute employer-employee relationship, partnership, joint venture or agency.

4. TERM OF AGREEMENT

4.1 This Agreement shall remain valid for a period of Two (02) years commencing from _____ unless terminated earlier in accordance with this Agreement.

4.2 Extension for a period of one (01) year, if any, shall be subject to:

- mutual written consent;
- approval of competent authority;
- compliance with applicable procurement laws.

5. SCOPE OF SERVICES

The Law Firm / Association of Persons / Partnership shall provide comprehensive legal advisory and consultancy services including but not limited to:

5.1 Legal Advisory & Opinions

- Rendering written and oral legal opinions;
- Advisory on corporate, commercial, constitutional, administrative, labour, regulatory and contractual matters;
- Advice regarding governance, compliance and statutory obligations;
- Interpretation of laws, rules, notifications and regulatory instruments up to extent of advisory service.

5.2 Drafting & Vetting

- Drafting, vetting and review of:
 - contracts;
 - agreements;
 - notices;
 - legal correspondence;
 - policies and SOPs.

5.3 Regulatory & Compliance Services

- Advice regarding:
 - Companies Act;
 - SOEs Act;
 - labour laws;
 - PPRA Rules;
 - NEPRA framework;

5.4 Timelines

- Standard written opinions: preferably within seven (07) working days;
- Urgent matters marked "Urgent": preferably within three (03) working days.

6. SERVICE STANDARDS

The Law Firm / Association of Persons / Partnership shall:

- exercise due professional care and skill;
- ensure timely and legally sound advice;
- ensure continuity of legal services during entire contract term.

7. LEAD COUNSEL & TEAM

7.1 The Law Firm / Association of Persons / Partnership shall nominate a Lead Counsel possessing valid license of Supreme Court of Pakistan.

7.2 The Lead Counsel shall remain primarily responsible for coordination and supervision of services.

8. RETAINER FEE & PAYMENT

8.1 In consideration of services rendered, MEPCO shall pay monthly Retainer fee of PKR _____ per month.

8.2 The Retainer fee shall cover routine advisory and consultancy services under this Agreement.

8.3 Any extraordinary litigation, arbitration, Supreme Court appearance or specialized assignment outside ordinary scope may be compensated separately.

8.4 All payments shall be subject to deduction of taxes under applicable laws.

8.5 Invoices shall be submitted to the Legal Directorate for verification, followed by approval from the Dy. Director (Admin & Services). Thereafter, the Finance Directorate shall process the payment within reasonable time.

9. PERFORMANCE EVALUATION

9.1 Performance of the Law Firm / Association of Persons / Partnership may periodically be evaluated by MEPCO on following parameters:

- quality of legal opinions;
- timeliness;
- responsiveness;
- confidentiality compliance.

9.2 Persistent unsatisfactory performance shall constitute contractual breach.

10. CONFIDENTIALITY

10.1 The Law Firm / Association of Persons / Partnership shall maintain absolute confidentiality regarding all Confidential Information.

10.2 No information shall be disclosed to any third party without prior written consent of MEPCO except where required by law.

10.3 Confidentiality obligations shall survive even after termination of this Agreement for a period of at least 03-years.

11. CONFLICT OF INTEREST

11.1 The Law Firm / Association of Persons / Partnership shall not directly or indirectly represent, advise or assist any person, entity or organization against MEPCO during the currency of this Agreement.

11.2 The Law Firm / Association of Persons / Partnership shall immediately disclose any actual or potential conflict of interest.

11.3 Breach of this clause shall constitute contractual breach entitling immediate termination.

12. REPRESENTATIONS & WARRANTIES

The Law Firm / Association of Persons / Partnership represents and warrants that:

- it possesses valid legal standing and authority;
- all information submitted during procurement process is true and accurate;
- it is not blacklisted by any Government/Semi-Government entity;
- it is compliant with tax laws;
- it shall comply with all applicable laws and professional ethics.

13. INTELLECTUAL PROPERTY

All legal opinions, drafts, reports and documents prepared specifically for MEPCO under this Agreement shall remain exclusive property of MEPCO.

14. INDEMNITY

The Law Firm / Association of Persons / Partnership shall indemnify and hold harmless MEPCO against losses arising from:

- gross negligence;
- willful misconduct;
- breach of confidentiality;
- fraudulent misrepresentation.

15. LIMITATION OF LIABILITY

Except in cases of fraud, willful misconduct or breach of confidentiality, neither Party shall be liable for indirect or consequential damages.

16. TERMINATION

17.1 Termination for Convenience

Either Party may terminate this Agreement by giving thirty (30) days prior written notice.

17.2 Immediate Termination

MEPCO may terminate immediately upon:

- Misconduct;
- conflict of interest;
- professional negligence;
- corruption or illegal activity;
- breach of confidentiality;
- blacklisting;
- insolvency or bankruptcy;
- Suspension/disqualification by Bar Council or court

17.3 Effect of Termination

The Law Firm / Association of Persons / Partnership shall:

- return all MEPCO documents and records;
- cease representing itself as Legal Advisor of MEPCO;
- maintain confidentiality obligations even after termination of contract agreement for the period of at least 3-years.

17. FORCE MAJEURE

Neither Party shall be liable for failure or delay caused by events beyond reasonable control including natural disasters, war, strikes, governmental restrictions or acts of God.

18. NOTICES

All notices under this Agreement shall be in writing and delivered through registered courier, email or official correspondence at addresses notified by the Parties.

19. GOVERNING LAW & JURISDICTION

20.1 This Agreement shall be governed by laws of Islamic Republic of Pakistan.

20.2 Courts at Pakistan shall have exclusive jurisdiction.

20. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall first be resolved amicably through mutual consultation.

Failing amicable settlement within thirty (30) days, the dispute shall be referred to arbitration under Arbitration Act, 1940.

21. ASSIGNMENT & SUBCONTRACTING

The Law Firm / Association of Persons / Partnership shall not assign, transfer or subcontract its obligations in any circumstances.

22. AMENDMENTS

No amendment shall be valid unilaterally unless made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the day and year first above written.

FOR & ON BEHALF OF MEPCO

Name: _____

Designation: _____

Signature: _____

Official Seal

FOR & ON BEHALF OF LAW FIRM / ASSOCIATION OF PERSONS / PARTNERSHIP

Name: _____

Designation: _____

Signature: _____

Official Seal

WITNESSES

Witness No. 1

Name: _____

CNIC: _____

Signature: _____

Witness No. 2

Name: _____

CNIC: _____

Signature: _____