



Faisalabad Electric Supply Company Limited

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**HUMAN RESOURCES &
ADMN DIRECTORATE**

No: _____/

Dated _____

To,

Subject: OFFER OF EMPLOYMENT IN THE COMPANY

You are aware that this Company has been formed to take over part of the work of the Power Wing of WAPDA. We are pleased to inform you that the Company has decided to make an offer of regular employment to those regular employees of WAPDA who are already serving in the Company on secondment. The offer is subject to the terms and conditions are given below: -

Terms & Conditions:

1. General

- 1.1 This offer of regular employment in the Company is being made for the same post as at present held by you in a substantive capacity in PEPCO. You may, however, be required, at the Company's discretion, to continue to serve in your present position and place of posting until further orders.
- 1.2 Your employment with the Company shall commence with effect from such date (the "Effective Date") as the Company, after such consultation with the PEPCO Management as it may consider necessary or proper, may set at its discretion. Such date shall be notified by the Company in due course of time.

2. Salary, Allowances and Benefits

- 2.1 Your basic salary including increments already earned in PEPCO, and your scale of pay, will continue to be the same as in PEPCO at the present time. Service already rendered under PEPCO will be counted for determining your eligibility for the next annual increment which will be granted from the same date from which it is due in PEPCO. Promotion / upgradation to next scale will continue to be governed by the instructions notified by PEPCO from time to time where applicable.

- 2.2 You will be entitled to Company accommodation subject to availability, or Company requisitioned house, subject to rules, or house rent allowance. You will also received free electricity, as per scale, medical facility or cash medical allowance, and other allowances as admissible under WAPDA / PEPCO rules in force at present.
- 2.3 Traveling allowance and leave entitlement will be determined at the reates already prescribed by WAPDA / PEPCO, and the leave already in your account in PEPCO will be transferred to your leave account in the Company.
- 2.4 Welfare Fund and Provident Fund benefits, as may be admissible to you with effect from the date of your regular appointment in PEPCO or your enrolment in the Fund, whichever is later, will be allowed in accordance with the rules now prevailing for PEPCO employees.
- 2.5 You will qualify for pension upon completion of the prescribed requirements in accordance with the rules of WAPDA / PEPCO currently in force and the service already rendered in PEPCO will be counted accordingly. Break in service will not be deemed to occur on joining the Company's employment from PEPCO in response to this offer.
- 2.6 The Company will also seek for its employees and for itself all tax exemptions earlier granted to WAPDA / PEPCO and its employees. In the meantime, if any employee of a Company has to suffer the burden of any extra income tax solely on account of the conversion of his status from PEPCO employee to Company employee, the Company will reimburse to such employee the extra amount involved, so that he does not suffer any monetary loss on account of such extra tax liability.

3. Seniority

Your present seniority in service will be maintained, subject to the following: -

- I. A person who opts for the Company's regular employment at a later juncture will thereby rank lower in seniority to a regular PEPCO employee who opts for service in the Company at this juncture, if both of them had been offered employment in the same scale and cadre or trade at the same time (N.B: The due date for acceptance of this offer is given in the concluding paragraph of this letter. Acceptance of the offer within the due date will protect the individual's seniority in the Company. An individual's seniority will also not be adversely affected if his acceptance is delayed for reasons beyond his control).
- II. If a PEPCO employee has to be adjusted in the Company's service due to Manpower Transition Programme or other Government decisions, his seniority will be determined on the basis of the date of his promotion or appointment to his present scale of pay, unless there has been a change of cadre. Where an employee's adjustment in the Company's service has necessitated a change of cadre of the employee, such employee will rank junior to the existing employees in that cadre.

III. If while serving in this Company you are promoted to a position which is currently borne on an integrated seniority list, you will become liable to be transferred outside the existing territorial limits of this Company. On such transfer you will be entitled to transfer grant and TA / DA as per WAPDA rules in force at that time. This provision applied until 30th June 2003.

4. Service, Discipline and other Rules

4.1 You will be governed by the Company's rules and regulations relating to service, discipline and other matters, after such rules and regulations are notified by the Company. For your information, these rules and regulations will be based on the corresponding rules in force in WAPDA / PEPCO and the Company will adopt the same to the maximum extent possible after approval of the board of directors of the Company.

4.2 Until such time as the Company notifies its own rules and regulations, you will continue to be governed for all intents and purposes by the rules and orders in force in WAPDA / PEPCO at this time.

5. Company's Officers and employees may be Public Servants within the meaning of section 21 of the Pakistan Penal Code

The Company intends to apply to the Federal Government for making applicable to its Officers and employees certain legal provisions similar to section 19 of the WAPDA Act. The decision of the Federal Government in this regard will be binding on all concerned.

6. Miscellaneous

6.1. Other terms and conditions, as given in the letter of your employment under WAPDA, continue to be applicable. However, if any condition had been fulfilled by you earlier, fulfillment of the same again is not required. For example, if the probationary period has already been completed satisfactorily in WAPDA, further probation in the Company will not be required. Similarly, no medical fitness certificate is required afresh by the Company if such fitness certificate had been obtained by the employee earlier for employment under WAPDA. The same holds true for any requisite declarations, etc

6.2. This offer is subject to outcome of any inquiry proceedings pending against the employee. Moreover, if any other instance of misconduct or other serious complaint pertaining to the employee's period of service in WAPDA / PEPCO is noticed or received subsequently, the Company and PEPCO reserve the right to proceed against such employee under the relevant rules in force in WAPDA / PEPCO.

6.3. The acceptance of this offer of employment shall mean that you do not have any claim to continue to be borne on PEPCO's strength. If you do not accept this offer of employment, the Company may at its discretion revert you to PEPCO at any time, where you may be placed in a Surplus Pool.

Please communicate your acceptance of this offer by signing in the space provided for this purpose at the end of this letter. You should keep one signed copy of this letter for yourself and return the other copy / copies to this office for further processing. Your acceptance must reach the undersigned by the due date, viz _____ failing which the Company will presume that you are not interested in availing yourself of this offer.

Note: This offer is being made only to the regular employees of PEPCO. If it is addressed inadvertently to a person who is not in regular employment of PEPCO at this time, the offer will be invalid and the acceptance thereof will be void.

EHSAN MUHAMMAD SIDDIQUI
HR&ADMN DIRECTOR GENERAL FESCO

Acceptance of offer:

I accept this offer alongwith the terns and conditions set out above. This acceptance may also be treated to be my joining report for employment in the Company with effect from the Effective Date as may be notified by the Company.

(Signatures of Employee)
Dated: _____

Witness 1:

Signature: _____
Name: _____
Designation: _____

Witness 2:

Signature: _____
Name: _____
Designation: _____