

**FAISALABAD ELECTRIC SUPPLY COMPANY LIMITED
(F E S C O)**



BIDDING DOCUMENTS

FOR

HIRING CONSULTANCY SERVICES FROM CATEGORY-A FIRMS RATED BY STATE BANK OF PAKISTAN REGARDING EVALUATION OF SAP (ECC 6.0) ERP IMPLEMENTATION, QUALITY ASSURANCE & INTERNAL CONTROL FOR HUMAN CAPITAL MANAGEMENT(HCM) MODULE AND SHAREPOINT SOLUTION IN FESCO

Tender No. FESCO/ERP-10

TO BE OPENED ON: 26-04-2017 AT 11:00 AM

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KEY INFORMATION SHEET

Sr. #	Key Information	Key Information Details
1	Bidding Document	Download Bidding Document / RFP free of cost from FESCO official website www.fesco.com.pk
2	Bid Security	Each Bidder shall submit a Bank Draft/Pay Order in the name of the CEO, Faisalabad Electric Supply Company – FESCO, for an amount of PKR. 100,000 (Rupees One Lac only), as Bid Security. Bid security shall be valid for next 28 days from the last date of bid validity.
3	Last date for Submission of Bids “Deadline for Submission of Bids”	10:30 am on 26-04-2017
4	Bid Validity Period	The Bids must remain valid for 60 days, starting from the date of Opening of the Bids.
5	Opening of the Bids	<p>(1) The Bids (Technical Proposals) shall be opened publically at 11:00 am on the same day as the Deadline for Submission of Bids at the O/O Director General (IT), FESCO Head Quarter, Abdullahpur, Faisalabad, in the presence of the FESCO nominated bid evaluation Committee and the authorized representatives of the Bidders.</p> <p>(2) The Bids (Financial Proposals) shall be kept sealed. The Financial Proposals, of technically qualified Bidders, shall be opened at the date, time and venue determined, announced and communicated by FESCO.</p>
6	Evaluation of Technical and Financial Bids	<p>(1) All Bids will be evaluated by the Evaluation committee nominated by FESCO in accordance with the evaluation criteria prescribed in the Bidding Document.</p> <p>(2) Only technically qualified Bidders will be informed publicly, in writing, about the opening of Financial Proposals.</p>
7	Performance Security	Before acceptance of Award of Contract, the successful Bidder shall be required to provide a Performance Security in shape of Bank Guarantee of the amount of ten percent (10%) of the total Contract Price, from a scheduled bank, having minimum credit rating of AA, within fourteen (14) days. Performance Security shall remain valid till 03 months after Go-Live date and successful HCM implementation from the date of contract signing.

8	Project Steering Committee	As notified or modified in writing by FESCO.
9	Bid opening Committee	Bid evaluation committee nominated by FESCO, O/O Director General (IT), FESCO Head Quarter, Abdullahpur, Faisalabad.
10	Contact Information	<p>Address: Director General (IT), FESCO Computer Centre, West Canal Road, Abdullahpur Faisalabad.</p> <p>Email: dgit@fesco.com.pk & hcm@fesco.com.pk</p> <p>Telephone: +92-041-9220586</p> <p>Fax: +92-041-9220585</p>
11	Website	www.fesco.com.pk

PART I: INTRODUCTION

Faisalabad Electric Supply Company (FESCO) is a Distribution Company incorporated under Companies Ordinance 1984 and providing electric supply to public residing within geographical boundaries of civil districts of Faisalabad, Jhang, Chiniot, Toba Tek Sing, Sargodha, Khushab, Mianwali and Bhakkar. The business operations of the company are carried out by various departments categorized with reference to scope of their work:-

FESCO has three IT centers located at Faisalabad, Sargodha and Jhang responsible for Customer Billing, Store Information System and Payroll; being managed separately. The accounts of the company are being maintained with the help of computerized outputs and other records. Now FESCO intends to implement HCM Module already built-in in existing SAP ECC 6.0 solution in the Company.

A. BACKGROUND

In order to integrate its business functions through a seamlessly integrated enterprise level application, FESCO has implemented ERP SAP (ECC 6.0) EHP 7 Solution with Sybase Database for three modules i.e. Financial Accounting &Controlling System (FI-CO), Material Management System (MM) and Project Management System (PS) with 325 licenses.

FESCO has 300 licenses of Microsoft Office 365 E1 plan for emails, New Connection & other workflows in SharePoint applications on cloud integrated with on premises SAP ERP.

Now FESCO would like to implement SAP Human Capital Management along with Microsoft SharePoint Solution.

For Consultancy services, evaluation, quality assurance and internal control of HCM implementation, interested parties are hereby encouraged to submit sealed Bids in accordance with the functional, technical and other requirements set forth in this RFP document.

1. GENERAL INFORMATION

The firm will be selected by FESCO after an open and transparent bidding process. Salient features of the process will be:

- a. The bidding process shall be a single stage, two envelope process and the applicants will be requested to submit their technical and financial proposals in two separate envelopes. The envelopes shall be clearly marked as “Technical Proposal” and “Financial Proposal” in bold and legible letters to avoid confusion.
- b. The technical and financial proposals shall be submitted for the entire project.
- c. The proposals shall be clear and elaborative. Different sections of the proposals shall be separated using color separators, flags or tags.
- d. Proposals shall be submitted in English language.
- e. All prices mentioned in the Financial Proposal shall be in Pakistan Rupees (PKR).
- f. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the bidder. The representative’s authorization shall be confirmed by power of attorney accompanying the technical proposal.
- g. FESCO reserves the rights to accept or reject all of the proposals submitted at any time prior to the acceptance of a bid or proposal, without assigning any reason thereof. The procuring agency shall incur no liability for rejection of any bid or proposal.
- h. The costs of preparing the proposal and of negotiating the contract, including visits for discussion with FESCO are not reimbursable.
- i. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the successful applicant has been notified and the contract has been awarded.

2. TECHNICAL PROPOSAL

For preparation of Technical Proposal, applicants are expected to go through the ToR, RFP and other relevant documents available on FESCO’s website. Technical Proposals shall be in compliance with the requirements laid down in the RFP and ToR. The technical proposal shall include;

- a. **Covering Letter;** A covering letter from the Head of the company or an authorized representative of the applicant entailing the objectives and the executive summary shall be attached with the proposal.
- b. **Firm’s Profile/Business Description;** Brief description of the firm’s, major areas of expertise, outline of work experience with references to work on similar projects, name of the client(s), assignment duration shall be provided in the proposal.
- c. **Team Composition;** Team composition, their roles and responsibilities in the context of assignment.
- d. **CVs of the team members;** CVs of the relevant professional staff shall be attached. The key information in the CV shall include the current assignment, relevant working experiences, degree of responsibility held at various assignments and the details of relevant expertise.

e. **Description of the methodology and work plan;** Detailed methodology, work plan and list of activities should be proposed. The applicant shall also list down the KPIs and tools that will be required to substantiate the quality and the progress of the project.

f. **Pre-Requisites Selection:**

The firm should meet the following prerequisites;

- 1) The firm must be A ranking firms as per state Bank of Pakistan ranking.
- 2) At least 3-5 years of experience in the field of consultancy services regarding evaluation of SAP ERP implementation, quality assurance & internal control for sap-process design.
- 3) Sound financial capacity to undertake the assignment.
- 4) Must be well versed with international best practices relating to consultancy services regarding evaluation of SAP ERP implementation, quality assurance & internal control for sap-process design.
- 5) Ability to understand the proposed project environment.
- 6) Must be able to demonstrate adequate in-house technical understanding and experience for undertaking required assignment.
- 7) Must have adequate administrative and organizational experience and knowledge to function and operate effectively with political, economic and legal environment.
- 8) Joint venture/subcontracting is not allowed.
- 9) The vendor must not have any conflict of interest to this service due to provision of any other service to FESCO.

g. **Responsibility Matrix;** The firm shall provide detailed Responsibility Matrix providing information about the task distribution.

h. **Contact list;** The contact list of the concerned staff for this project shall be attached.

i. **Additional Information** (If Any)

3. FINANCIAL PROPOSAL

Financial Proposal expressed in Pakistani Rupees exclusive of all tax, should be prepared on a “Competitive” basis. GST/PST should be in separate column.

The financial proposal shall be clearly marked with the following:- **“FINANCIAL PROPOSAL”**
“Do Not Open With Technical Proposal” The Financial Proposal shall include the following;

- a. The firm shall submit a lump sum price, with item-wise breakup.
- b. The firm shall submit (along-with the financial proposals) the NTN as per the applicable govt. rules/regulations.
- c. The proposal must remain valid for a period of 60 days after the submission date.

4. BID SECURITY

- a. Each Bidder shall submit a Bank Draft/Pay Order in the name of the CEO, Faisalabad Electric Supply Company – FESCO, for an amount of PKR. 100,000 (Rupees One Lac only), as Bid Security. Bid security shall be valid for next 28 days from the last date of bid validity.
- b. The Bid Security shall be enclosed in a separately sealed envelope clearly marked with the name of the Project, Applicant Name and the text “Bid Security”. This envelope should be included with the technical proposal.
- c. Bid security of the successful and the unsuccessful bidders will be released within 20 days of contract signing with the successful bidder.

5. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS

The original proposal (Technical and Financial Proposal) shall be prepared without any interlineations or overwriting. Further please note;

- a. Two printed copies and one soft copy on a CD or DVD (separate set for Technical and Financial proposal) shall be submitted. Each Technical and Financial Proposal shall be marked “ORIGINAL” and/or “COPY” as appropriate.
- b. The envelopes shall be marked separately as “Technical Proposal” and the “Financial Proposal” in bold and legible letters to avoid confusion.
- c. Technical and Financial proposals must be delivered at the address given below on or before **10:30 AM, 26-04-2017**.

**Director General (IT), FESCO Computer Centre,
West Canal Road, Abdullahpur Faisalabad.**

Telephone: +92-041-9220586

Fax: +92-041-9220585

- d. Upon submission, Technical Proposals shall be opened at **11:00 AM, 26-04-2017** in front of all the applicants.
- e. The evaluation of Technical Proposals will be carried out first as per the evaluation criteria given in section 6. The results of the technical evaluation will be communicated to all the applicants. The financial proposals of the bidders who do not technically qualify will be returned unopened.
- f. Financial proposals of the technically qualified applicants will be opened publicly, for which the time and date will be communicated to the qualified applicants.

6. TECHNICAL EVALUATION CRITERIA

The evaluation committee appointed by FESCO will evaluate the proposals on the basis of their compliance with the RFP and ToR, applying the evaluation criteria, sub-criteria and the point system as specified below. A proposal shall be rejected at this stage if it does not respond to the important aspects of the RFP and Terms of Reference or if it fails to achieve the minimum score indicated in Table I:

Table I

Sr. No.	Description	Points
1	Number of projects completed relating consultancy services regarding evaluation of SAP (ECC 6) ERP implementation, quality assurance & internal control for sap-process design of an electric utility. <ul style="list-style-type: none"> ▪ 3 Projects or more (25 Points) ▪ 1- 2 Projects (15 Points) ▪ otherwise (0 Points) 	25
2	Project Manager Experience relating to consultancy services regarding evaluation of SAP (ECC 6) ERP implementation, quality assurance & internal control for sap-process design of Electric Utility. <ul style="list-style-type: none"> ▪ 2 Projects or more (25 Points) ▪ 1 Projects (15 Points) ▪ otherwise (0 Point) 	25
3	Proposed Project Management Team <ul style="list-style-type: none"> ▪ 70% of whom has completed 2 consultancy services regarding evaluation of SAP (ECC 6) ERP implementation, quality assurance & internal control for sap-process design of an electric utility. (25 Points) ▪ 70% of whom has completed 1 consultancy services regarding evaluation of SAP (ECC 6) ERP implementation, quality assurance & internal control for sap-process design of an electric utility. (15 Points) ▪ otherwise (0 Point) 	25
4	HR provided by the Consultancy firm to carry out the tasks mentioned in this ToR, should have relevant domain knowledge (like prior experience of QA of SAP HCM module or HCM module certification). <ul style="list-style-type: none"> ▪ ≥ 5 persons (25 Points) ▪ 3- 4 persons (15 Points) ▪ otherwise (0 Point) 	25
	Total	100
Minimum Qualifying score is 70%		

The Financial Bids of only those responding bidders will be opened who obtain minimum 70% score to qualify. Financial Bids of bidders not meeting the evaluation criteria will be returned unopened.

7. AWARD OF CONTRACT

The contract will be awarded to the “Technically Qualified” and “Highest Marks” obtained bidders according to following criteria.

8. FINANCIAL & TECHNICAL EVALUATION CRITERIA

- (1) A Single stage two envelopes procedure is utilized in evaluation of the Bids, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared. The total points for Bids evaluation out of which the Technical Proposal will carry 100 points and Financial Proposals will carry 100 points. The Financial Proposal of the Bids will be opened only for submissions that passed the minimum technical score of 70% (70 points) of the obtainable score of 100 points in the evaluation of the Technical Proposals. If the technical component achieves 70% points, the Bid will be considered as responsive otherwise non-responsive. The financial proposal of non-responsive bidder will not be opened.
- (2) All the responsive bidders will be loaded with 70% or above upto 100% on the basis of their qualification. The ratio of Technical and Financial Proposal is (70: 30) respectively.

For example

- (1) Bidders W, X, Y and Z achieved the technical score 70, 80, 80 and 90 respectively.
- (2) Bid Prices of W, X, Y and Z are 10, 15, 10 and 10 in Million respectively.

TECHNICAL AND FINANCIAL EVALUATION FORMULA OF ABOVE EXAMPLE

Bidder Name	Technical Score (70% Passing score)	Technical Points	Financial Bid Price (in millions)	Financial Proposal Points (Weighted)	Final Merit Points	Final Results
Column Name	A	B	C	D	E	F
Formula		=A x 70 / 100	Bid Price	=Lowest C / C X 30	=B + D	Highest E Column
W	70	49	10	30	79	3 rd
X	80	56	15	20	76	4 th
Y	80	56	10	30	86	2 nd
Z	90	63	10	30	93	1 st Winner

TERMS OF REFERENCE (TOR)

HIRING CONSULTANCY SERVICES FROM CATEGORY-A FIRMS RATED BY STATE BANK OF PAKISTAN REGARDING EVALUATION OF SAP (ECC 6.0) ERP IMPLEMENTATION, QUALITY ASSURANCE & INTERNAL CONTROL FOR HUMAN CAPITAL MANAGEMENT (HCM) MODULE AND SHAREPOINT SOLUTION IN FESCO

PART II: TERMS OF REFERENCE

A-General Terms of Reference (TORs)

- i. To point out and remove the deficiencies in the basic settings and in the business control environment;
- ii. To evaluate the relevant project, business controls and data risks to provide management with comfort to accomplish the desired outcomes;
- iii. To help to integrate HCM and SharePoint Application with existing SAP Modules (FI-CO,MM & PS and business controls to drive opportunities for improvement and costs savings;
- iv. To review the system implementation from the compliance standpoint (HCM and SharePoint Application requirements);
- v. To check the parameters relating to security and segregation of duties;
- vi. To review the configuration of key automated procedures and controls within the business processes;
- vii. To review the data migration for its completeness and accuracy.
- viii. To review, optimize and ensure adequacy of the control environment to be supported by the system's built-in controls
- ix. To review SAP Governance, Risk and how it can be used to enhance the internal control environment
- x. To assist in establishing effective and efficient processes and controls within the ERP system at the right cost, reflecting the business risks and objectives balanced against the risk appetite of management;
- xi. To help in identifying areas where manual procedures and controls can be automated for the benefit of business performance and controls;
- xii. To assist in optimizing management information reporting in the ERP system;
- xiii. To perform data quality reviews, verification of interfaces, data quality assessment and cleaning, complex algorithms and verification of all types of reports.
- xiv. To evaluate the potential risks of undetected errors, fraud to operating data when business functions and users have incompatible, elevated or powerful access to the system;
- xv. To review critical system parameters settings, verify key user accounts and profiles, and assess the authorization list for sensitive transactions;
- xvi. To evaluate the performance of SAP ERP implementation partner in the light of FESCO's strategic, business and operational needs according to the scope covered in the contract document signed between FESCO and HCM Module Implementer.
- xvii. To suggest FESCO regarding HCM and business process re-engineering (To-Be) requirements for successful SAP ERP implementation and integration as well as for adoptive and sustainable post implementation SAP solution utilization.
- xviii. Timeline for achieving the deliverables mentioned in this TOR should be in accordance with the timeline of the HCM implementation Project.

B- Quality Audit:

SAP system Audit from a functional and process perspective.

- i. Check whether there is any gap between the requirements (BBP defined processes) and actual implementation in SAP.
- ii. Review list of customizations and confirm whether there are no unreported customizations.
- iii. Analyze how effectively the SAP non-standard processes, if any have been implemented.
- iv. Analyze whether, there are avoidable duplication, complexity and redundancy in the system.
- v. Prepare detailed action plan to bridge the above gap, if any and prioritization of the same through appropriate tools & techniques.
- vi. Check whether all BBP processes that have been mapped to SAP processes are in line with SAP “best practices”.

C-Security & Control Audit:

SAP System Audit from the internal controls, security, and interface perspective.

- i. Reporting on the implementation of Internal Controls.
- ii. Checking the security and authorization design for the SAP system.
- iii. Reporting on the design practices and methodologies adopted in architecting the interfaces.
- iv. Reporting on System Administration Audit, Business process Audit & Data Protection Audit.

D- Technical Audit

- i. System Performance:** System performance check based on hardware, network and applications parameters (using suitable software tools if necessary) and recommend improvements.
- ii. Obsolescence:** Check whether the OS and database in use are capable of meeting upgrades of SAP and recommend future road map for these products.
- iii. Evaluation of Back-up Management:** Evaluate the Back-up Management and recommend improvements.

E- SAP modules to be covered:

The following SAP module would be covered under the SAP Audit & optimization as described in previous sections of the RFP. The composition of Consulting Firm’s team for the engagement shall be based on the experience and expertise required for the relevant module in each work-stream

1. Human Capital Management (HCM) Module with SharePoint Application.

HCM Module reports with recommendations of objective course correction in specific areas should be provided. Effort should be made to associate with the implementer so that consensus solutions may be proposed where feasible.

1. OBLIGATIONS OF THE CONSULTANT

FESCO will nominate a Project Manager/Coordinator to liaise with the Consultant. The Consultant shall work in close coordination with the Project Manager/Coordinator, exchange information regarding progress of the consultancy and takes his/her advice where ever required.

- The consultant will sign a Non-Disclosure Agreement with FESCO and will treat all FESCO data as highly classified.
- The consultant will produce original work and will utilize maximum resources to ensure accuracy and speed of data/information collection.
- All published/web sources utilized will be clearly stated/declared.

2. TIME FRAME

- FESCO is going to implement ERP (SAP ECC 6.0) HCM Module with SharePoint Application which is under process (Tender No. FESCO/ERP-09).
- Timeline for achieving the deliverables mentioned in the ToR of this RPF should be in accordance with the timeline of the main ERP (SAP ECC 6.0) HCM & SharePoint implementation Project in FESCO (i.e, Tender No. FESCO/ERP-09).
- Final report of this RFP's ToR will be submitted by the bidder within 30 days after the successful completion / Go-Live of HCM Module & SharePoint Application Project.
- In case of delay in delivering the deliverables, a penalty of [0.5%] per week or part of the delayed week will be imposed.
- The Consultant shall submit weekly/fortnightly/monthly reports regarding progress of the assignment.
- The deliverables shall be considered final, after it has been accepted by FESCO and a certificate issued in this regards.

3. PAYMENT SCHEDULE

Payment schedule will be based on the following deliverables in Pak. Rupees.

Sr. No.	Milestone/Phases of HCM Module	%age Amount
1	10% of the contract price will be paid as an Advance Payment for catering to the mobilization expenses on receipt of bank guarantee from a scheduled bank, having minimum credit rating of AA equal to the advance amount. The bank guarantee should be valid till the completion of this contract.	10%
2	On submission of Final report regarding successful completion of Business Blue Print (BBP) by the bidder that all aspects have been covered according to the ToR of this RFP and acceptance certificate by Project Director (ERP), Project Manager (ERP) and Power Users Tier-1 of HCM Module.	20%
3	On submission of Final report regarding successful completion of User Acceptance Test (UAT) by the bidder that all aspects have been covered according to the ToR of this RFP and acceptance certificate by Project Director (ERP), Project Manager (ERP) and Power Users Tier-1 of HCM Module.	20%
4	On submission of Final report at the time of Go-Live and successful completion of Data Verification & validation of HCM & SharePoint by the bidder that all aspects have been covered according to the ToR of this RFP and acceptance certificate by Project Director (ERP), Project Manager (ERP) and Power Users Tier-1 of HCM Module.	25%
5	After Go-Live, on submission of Final report regarding 03 months Post Implementation Review of HCM & SharePoint by the bidder that all aspects have been covered according to the ToR of this RFP and acceptance certificate by Project Director (ERP), Project Manager (ERP) and Power Users Tier-1 of HCM Module.	25%

Payment will be made by o/o Chief Engineer (Development) PMU, FESCO, Faisalabad on submission of the following documents

1. Invoice in triplicate having National Tax Number.
2. A certificate to the effect that the invoiced amount has not been claimed or received earlier (Non Payment Certificate).
3. Sales Tax / PST Invoice (Sales Tax will be charged if applicable).
4. Final report and acceptance certificate by FESCO Project Director (ERP), Project Manager (ERP) and Power Users Tier-1 of HCM Module phase wise mentioned above in Payment Schedule clause.

Note: Sales Tax will be charged (if applicable). Payment of Sales Tax will be made on production of proper sales tax invoice.

4. PERFORMANCE GUARANTEE

The successful bidder shall provide a Performance Bank Guarantee equal to 10% of the contract price through a scheduled bank within fourteen (14) days of signing of the Contract. Performance Security shall remain valid till 03 months after Go-Live date and successful HCM implementation from the date of contract signing.

5. TAXES

The Bidder shall be subject to all taxes as per laws of Pakistan as amended from time to time.

6. LAWS AND REGULATIONS

The Contract shall be governed by the laws of the Islamic Republic of Pakistan and the Governmental Requirements.

7. Arbitration

- (1) FESCO and the selected Bidder shall make every effort to resolve amicably by direct and informal negotiation in case of any disagreement or dispute arising between them under or in connection with the Contract.
- (2) If, after thirty (30) days from the commencement of such informal negotiations, FESCO and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred to arbitration under the Arbitration Act, 1940. The arbitration shall be conducted by a sole arbitrator appointed by FESCO, or in the sole discretion of FESCO, by the parties through mutual consent. The award of the arbitrator shall be final and the Parties agree to be finally bound by such award. The language of the arbitral proceedings shall be English. The venue of arbitration shall be Lahore, Pakistan.

8. Force Majeure

The right of FESCO to terminate the Contract, or to claim penalty or liquidated damages shall be subject to the following circumstances, provided as a result of all or any of these events there has been delay in the performance of the contract by the Manufacturer or Supplier, or the Contract has become incapable of being performed: -

- a) Act of God.
- b) Act of State, war or any act of the enemy.
- c) Lock outs, Riots or Civil commotion.
- d) Injection granted by a court of competent Jurisdiction not resulting from any fault of the Manufacturer or Supplier.
- e) Restriction imposed by the Government on the import of any services/material relating to the manufacture of goods.
- f) Port delays due to bunker age or lighter age.
- g) Diversions of supplies by the carrier without any fault or knowledge of the Manufacturer or Supplier.

Provided further that the Manufacturer or Supplier has given notice to the FESCO within 14-days of the happening of any such event.

9. PPRA Act and Rules

All clauses of this contract (RFP) shall be complied with in letter and spirit, however if the contract executed in pursuance of RFP is silent or does not mention any procedure or action in respect of the execution of the contract, the procedures provided in PPRA Act and Rules shall also apply and will be deemed as part of the contract.

STANDARD FORMS OF CONTRACT

10. Form of Contract

This **CONTRACT** (hereinafter, together with all Appendices/Exhibits attached hereto and forming an integral part hereof, called the “**Contract**”) is made on the ___day of the month of __ **201**_, between, on the one part **Faisalabad Electric Supply Company Limited**, (hereinafter called “**FESCO**” which expression shall include the successors, legal representatives and permitted assigns), and, on the other part, _____, (hereinafter called the “**Contractor**” with overall responsibility and severely liable to FESCO for all the obligations under this Contract which expression shall include its successors, legal representatives and permitted assigns). FESCO and the “**Contractor**” may hereinafter individually be referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS

- a. FESCO has requested the Contractors to provide the services defined in the TOR of Contract attached to this Contract (hereinafter called the “Services”); and
- b. The Contractors, having represented to FESCO that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached here shall be deemed to form an integral part of this Contract:

The following Appendices

- | | |
|-------------------|---|
| Appendix-A | Key objectives, terms of reference and technical requirements |
| Appendix-B | Schedule of Payment |
| Appendix-C | Technical Proposal subject to the condition that RFP will prevail in case of any conflict |
| Appendix-D | Financial Proposal |
| Appendix-E | Personnel (Their Job description, staff months and working hours) |
| Appendix-F | Services and facilities to be provided by FESCO and Counterpart
Personnel to be made available to the Contractors by FESCO |
| Appendix-G | Man Months / Hours of work for Contractor’s Personnel |
| Appendix-H | Form of Bank Performance Security |
| Appendix-I | Disclosure by the Contractors |
| Appendix-J | Letter of Intent (LOI) / Notification of Award No ----- Dated -----
dully accepted by the bidder |
| Appendix-K | Bidding Document (RFP) with Amendment (if any). |

2. The mutual rights and obligations of FESCO and the Contractors shall be as set forth in the Contract, in particular:

- a. The Contractors shall carry out the Services in accordance with the provisions of the Contract: and
- b. FESCO shall make payments to the Contractors in accordance with the provisions of the Contract.

In WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names in two identical parts each of which shall be deemed as original, as of the day and year first above written.

For and on behalf of

Faisalabad Electric Supply Company (FESCO)

Seal

For and on behalf of

Name of the Contractors

Witness

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

Witness

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

11. Appendices to Contract

Appendix A

KEY OBJECTIVES, TERMS OF REFERENCE AND TECHNICAL REQUIREMENTS

PAYMENT SCHEDULE OF SERVICES SUPPLIED:

**TECHNICAL PROPOSAL OF THE BIDDER SUBJECT TO THE CONDITION THAT RFP
WILL PREVAIL IN CASE OF ANY CONFLICT**

FINANCIAL PROPOSAL OF THE BIDDER

**PERSONNEL
(THEIR JOB DESCRIPTION, STAFF MONTHS AND WORKING HOURS)**

**SERVICES AND FACILITIES TO BE PROVIDED BY FESCO AND COUNTERPART PERSONNEL
TO BE MADE AVAILABLE TO THE CONTRACTORS BY FESCO**

MAN MONTHS / HOURS OF WORK FOR CONTRACTOR'S PERSONNEL

FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of the Contractor with address: _____

Amount of Guarantee (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

Whereas, Faisalabad Electric Supply Company Limited, having its registered office at FESCO Headquarters, West Canal Road, Abdullahpur Faisalabad (hereinafter referred to as the “**Employer**” which expression shall unless contrary to the context mean and include its successors-in-interest and the permitted assigns) has entered into a contract dated ____ (hereinafter referred to as the “**Contract**” which expression means and includes all amendments, supplemental, notations and replacements thereto) with ____ , a [Company/Firm] existing under the laws of _____, having its registered office at ____ (hereinafter referred to as the “**Contractor**” which expression shall unless contrary to the context mean and include its successors-in-interest and the permitted assigns).

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the Contract that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of the Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Contractor has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank and Account Number.

The Employer shall be the sole and final judge for deciding whether the Contractor has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay

without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Contractor or any other person.

The obligations of the Guarantor shall not be modified or impaired upon the happening, from time to time, of any event, including, but not limited to:

(1) any amendments made in the Contract or any renewals, replacements or notations thereof and the Guarantor hereby waives notice of any such amendment, change, addition, renewal, replacement or notation

(2) the failure, omission, or delay by the Employer to enforce, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the Contract and/or this Guarantee;

(3) the bankruptcy, insolvency, or other failure or financial disability of the Employer or the Contractor;

(4) any failure of the Contractor to comply with the requirements of any law, regulation or order;

(5) the dissolution, reorganization or any other alteration of the legal structure of the Contractor;

(6) the Employer taking, holding, varying, realizing or not enforcing any other security for the liabilities of the Contractor under the Contract;

(7) any legal limitation or incapacity relating to the Contractor; or

(8) any other act or omission of the Employer or any other circumstances which, but for this provision, would discharge the Guarantor.

(9) The Guarantor hereby irrevocably and unconditionally agrees and confirms that:

(a) no set off, counter claim, reduction, or diminution of any obligation that the Guarantor have or may have against the Employer shall be available to the Guarantor against the Employer in connection with any obligation of the Guarantor to the Employer under this Guarantee. All payments by the Guarantor under this Guarantee shall be made in full, without set off or counterclaim and free and clear of any deduction or withholdings in immediately available, freely transferable, cleared funds for value on the due date to the account of the Employer notified to the Guarantor by the Employer.

(b) to indemnify and to keep the Employer indemnified against all losses, claims, costs, charges and expenses which the Employer may incur in proceedings against the Contractor and/or the Guarantor until such time as the Guarantor shall have discharged all his obligations under this Guarantee.

(c) subject to the contents of Clauses 9(d) and (e) herein below, this Guarantee shall be binding upon and inure to the benefit of each party hereto and its successors and permitted assigns.

(d) the Guarantor shall not assign or transfer all or any of his rights, benefits and obligations under this Guarantee except with the prior written permission of the Employer, which written permission the Employer may, in its sole discretion, refuse to give.

(e) the Employer may at any time assign to all or any part of its rights and benefits hereunder and in that event the assignee shall have the same rights against the Guarantor as it would have had if it had been the Employer specified herein.

(f) the Employer may disclose to potential assignee or to any other who may otherwise enter into contractual relations with the Employer in relation to this Guarantee such information about the Guarantor as the Employer shall consider appropriate.

The Guarantor hereby irrevocably and unconditionally agrees, confirms, undertakes and warrants that no delay or failure to exercise any right or remedy under this Guarantee by the Employer shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by the Employer shall be valid unless made in writing.

No amendment and/or alteration of this Guarantee shall be valid unless the same is in writing and signed by the Employer.

If any one or more provisions of this Guarantee or any part thereof are declared or adjudged to be illegal or invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not invalidate the other provisions herein, which shall remain in full force and effect.

This Guarantee is governed by and shall be construed in accordance with the laws of Pakistan. The Guarantor irrevocably agrees for the benefit of the Employer that the appropriate courts in Lahore shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Guarantee and, for such purposes, the Guarantor irrevocably submits to the jurisdiction of such courts. The submission to the jurisdiction of the courts aforementioned shall not be construed so as to limit the right of the Employer to initiate proceedings against the Guarantor in any other court of competent jurisdiction.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signature and Seal:

Name of Bank: _____

Address: _____

Date: _____

Witnesses:

1. _____

Name: _____

Address: _____

2. _____

Name: _____

Address: _____

CNIC No.: _____

CNIC No.: _____

DISCLOSURE BY THE CONTRACTORS

Letter of Intent (LOI) / Notification of Award No. _____ Dated: _____ dully accepted by the bidder.

Bidding Document (RFP) with Amendment (if any).