



EXPRESSION OF INTEREST

1. Faisalabad Electric Supply Company (FESCO) distributes electricity to over 5.4 million consumers, intends to hire the services of renowned Testing Agency for conducting Screening /Skill Test where applicable for recruitment of candidates in the light of FESCO Recruitment Policy. We expect that assignment may involve receiving of thousands of applications at a time and their evaluation through Screening and Skill Test at the centers in different cities i.e. Faisalabad, Chiniot, Jhang, Sargodha, Toba Tek Singh, Bhakkar, Khushab and Mianwali, falling under the jurisdiction of Faisalabad Electric Supply Company (FESCO) strictly in a transparent and merit based manner.

2. FESCO invites eligible and reputable firm(s) with demonstrable and proven capability of undertaking, managing and executing similar assignments to submit their Expression of Interest (EOI) by observing the following:-

- i. Copy of Firm's Registration Certificate with the relevant forum.
- ii. Overall relevant No. of years of experience (**Minimum 05 years experience**).
- iii. Number and detail of similar projects, scope of work, contract value & client profile / name and assignments undertaken.
- iv. Financial stability certificate of a minimum worth of Rs. 10 million duly verified by the Bank.
- v. Organizational Chart including professional staff strength of relevant assignment.
- vi. Performance Certificate from the clients served in last 05 years.
- vii. Registration copy of NTN, GST, Income Tax (active tax payer) etc.
- viii. Rates/fees (50% to be paid by the candidate and 50% by FESCO) for conducting Screening Test and Skill Test should be quoted, inclusive of all taxes.
- ix. The Testing Agency must not be a blacklisted firm and an affidavit to this effect is to be attached with Bidding Document.
- x. Contract Agreement shall be valid for One year, extendable on satisfactory performance on the consent of both parties for further One year.
- xi. The Firm shall complete job(s) mentioned in RFP documents (if any) besides mentioned in above TORs.

3. The bid must be accompanied by a Bid Security of Pakistani Rs.2,00,000/- valid for 180-days in the shape of Bank Draft/Pay Order in favour of CEO FESCO, issued by a Scheduled Bank of Pakistan in the form as specified in the Bidding Document.

4. The EOI procedure will be based upon "**single stage two envelops**" method as prescribed under PPRA Rules containing separate sealed covers "**Technical Proposal**" & "**Financial Proposal**". The firm will be selected in accordance with the procedure set out in the PPRA Rules, 2004. Interested bidders fulfilling the above requirements can obtain bidding documents from the Office of DG (HR) FESCO, West Canal Road, Abdullahpur, Faisalabad after payment of Rs.5,000/- (Rupees Five Thousand Only) each (non-refundable). Bidding documents can also be downloaded from website at www.fesco.com.pk free of cost for information purpose

only. The bids prepared in accordance with instructions must reach in the Office of DG (HR) FESCO, West Canal Road, Abdullahpur, Faisalabad on or before below mentioned closing date and time.

Tender No.	Description	Date & Time		
		Submission of Bids by	Opening of Bids	Venue
01/HR/FESCO/2025	Hiring of Testing Services for Recruitment	27.01.2025 up to 11:30 a.m.	27.01.2025 at 12:00 p.m.	Office of DG (HR) FESCO HQs West Canal Road, Faisalabad

5. FESCO reserves the right to make any amendment/change or cancel the whole process of tender, under Rule-33 of PPRA Rules-2004.

This advertisement is also available on PPRA website www.ppra.org.pk and FESCO website www.fesco.com.pk

Director General (Human Resource)
Faisalabad Electric Supply Company (FESCO),
West Canal Road Abdullahpur, Faisalabad
(Phone No. 041-9220247)

Request for Proposal



HIRING OF TESTING SERVICES FOR RECRUITMENT

TENDER / RFP NO. 01/HR/ FESCO/2025

**Human Resources Department
Faisalabad Electric Supply Company
West Canal Road Abdullahpur Faisalabad**

Contents of RFP

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FOR INFORMATION PURPOSE

Section-I
Instruction to Bidders

FOR INFORMATION PURPOSE

Section-I Instructions to Bidder

1. Definitions

This is Request for Proposal, unless the context provides otherwise:

- a. **“Agreement”** means “an agreement concluded between Company and the Successful lowest evaluated Bidder”
- b. **“Board”** means the Board of Directors of FESCO
- c. **“Bidder”** means “any Agency/firm who has responded to this RFP by submitting a formal proposal/bid.
- d. **“Company”** means Faisalabad Electric Supply Company (FESCO) registered under Section 42 of the Companies Ordinance, 1984, with its Office at West Canal Road Abdullahpur Faisalabad.”
- e. **“Date of Issue”** means “the date on which this RFP is issued by Company to solicit bids from potential bidders
- f. **“Day”** means calendar day.
- g. **“Request for Proposal (RFP)”** means set of documents prepared by FESCO to solicit proposal, which consists of definition, instructions for bidders, ToR, evaluation criteria, forms for providing information and draft contract.
- h. **“Scope of Work”** means “the description of formal work activities under this RFP to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- i. **“Successful Bidder”** means “a bidder who has been awarded the contract pursuant to this RFP and who shall be responsible to complete assignments as enlisted in the Scope of Work and further quantified under the Scope of Work”.
- j. **“Terms of Reference”** (ToR) means that part of Bidding Document which explains the scope of work, activities, tasks to be performed, evaluation criteria, respective responsibilities of the bidder as well as expected results and deliverables of the assignment

2. Instructions to Bidders

2.1 This document contains all the information pertinent to our requirement, and governs the preparation and submission of proposals. The technical & financial forms to be filled by bidder for the assignment are annexed with this RFP document. Proposals must be submitted by the deadline, completed on the formats provided by the Company, with supporting documents, according to the guidelines given in the document titled **Instructions to Bidders**. The proposals will be evaluated by a Bid Evaluation Committee (BEC) constituted by the Company.

2.2 **Sources of Funds**
50% of test fees to be borne by the candidates and 50% by Company

3. Solicitation Document

3.1 Contents

The bidder is expected to examine all instructions, general conditions, forms, terms and specifications contained in the RFP document and its annexures, Appendix etc. Failure to comply with instructions will be at the bidder's risk and may affect the evaluation of the proposal. Proposals that do not comprehensively address the scope of work/ToR and other requirements will be rejected. Inability to comply with the corresponding instructions, general conditions of contract, terms and specifications may lead to rejection of proposal. In the event of non-compliance with the ToR of the RFP document and obligations contained in the agreement, the Company may terminate the agreement by providing 01 month written notice to the successful bidder without any further obligation or compensation on the part of the Company

4. Preparation of Proposal

4.1 Language of the Proposal

The proposals prepared by the bidders and all correspondence and documents relating to the proposal exchanged between the bidders and the Company shall be in writing and in English Language.

4.2 Proposal Currency

All prices shall be quoted in Pak Rupees (PKR) and all payments will be made in PKR.

4.3 Period of Validity of Proposal / Bid Validity

Proposals shall remain valid for 180 days from the date of submission of proposal as provided in the RFP document. In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity without any material changes in the bidding document.

4.4 Bid Security

RFP shall be accompanied with bid security amounting to Rs.200,000/- in words two hundred thousand rupees in form of bank guarantee or bank's cheque or demand draft in name of CEO FESCO. The validity of bid security shall be 28 days beyond bid validity. Bid security shall be returned back to un successful bidder after signing of contract. Bid security shall be forfeited on following basis

- i) Not acceptance of arithmetic correction
- ii) Not provision of performance guarantee
- iii) Withdrawal of bid during bid validity period.

4.5 Supporting Documents

While preparing the Technical Proposal, the bidding firm shall ensure that it provides the Company with documentary evidence. The Evaluation Committee will evaluate the bids on the basis of the documentary evidence submitted in accordance with the technical evaluation criteria. However, infrastructure / Office of the Company can also be visited / checked by Evaluation Committee if felt necessary.

4.6 Cost of Preparing Proposal

The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

4.7 Proposal Documents

The bidding document in binder form with serial number of each page should comprise the following:

The Technical Proposal should consist of the following:

- a) Documentary Proof of incorporation of firm/Agency with SECP, FBR, proof of GST, proof of NTN
- b) Technical Proposal Submission Form B1
- c) Firms/Bidders Profile - Form B2
- d) Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner - Form B3
- e) General Experience of recruitment test conduction - Form B4
- f) Proposed methodology and time line - Form B5
- g) Competence of team and sample tests – Form B6
- h) Members of the project Team (Summary) – Form B7
- i) Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by PPRA, Government, Semi-Government, Private, Autonomous body or any other international organization.
- j) Original affidavit (not older than one month) on Stamp Paper(s) of worth Rs.100 or more that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year. Tax payer list serial number (downloadable from FBR's website) is also to be mentioned.
- k) Any other documents required.

Technical Proposal should detail the capability and experience of delivering the services specified in the ToR. Team structure proposed by the Bidder for the project (including updated CVs of individuals involved in management and project implementation) in accordance with relevant Forms. CVs should provide details of projects undertaken and completed by the individuals.

Technical proposal should not contain any financial information. Cost and financial estimates need to be provided in a separate sealed envelope clearly indicating Financial Proposal.

4.8 Taxes

The quoted costs should be inclusive of all applicable (direct & indirect) taxes. The financial bid will be scored based upon the bid amount inclusive of all taxes

4.9 Format and signing of proposal

The proposal shall contain no interlineations, erasures, or overwriting, except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by bidder's authorized person. The proposals shall be clear and elaborate. Different parts of the proposals shall be separated using colour separators, flags or tags.

Note: *The technical proposal must not contain any pricing information whatsoever on the services being offered. Non-compliance may lead to rejection of the proposal.*

5. Submission, Receipt, and Opening of Proposal

5.1 Proposals will be **accepted** and evaluated using One Stage, Two Envelope Procedure. (Separate sealed envelopes of Technical and Financial proposals)-

5.2 The original proposal shall contain no interlineations or overwriting. All pages of the proposals (Technical & Financial) must be numbered. Submission

letters for both Technical and Financial Proposals should respectively be in the attached format (Form B1 & CI) in separate envelopes.

5.3 The bidder's Organization Head or an authorized representative on his/her behalf shall initial and stamp all pages of the original Technical and Financial Proposals. In case of latter, an authorization shall be provided which shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

5.4 Hard copies of the Technical Proposal shall be sent to the addresses referred in the document. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.

5.5 Bidder is required to submit **one original and two copies of Technical Proposal along with all supporting documents.**

5.6 The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the Financial Proposals shall be placed in separate sealed envelopes clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment "**Provision for Services of "Testing Agency"**" with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the assignment mentioned in this document and clearly marked "**DO NOT OPEN BEFORE SUBMISSION DEADLINE**". The Company shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may lead for Proposal rejection. If the Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, this will constitute grounds for declaring the Proposals ineligible.

5.7 The Proposal must be sent to the following address and received by the Company not later than the time and the date indicated in RFP document:

Director General (Human Resources)

Faisalabad Electric Supply Company West Canal Road Abdullahpur Faisalabad

Phone Number +92 41-9220247

Fax Number +92 41-9220233

5.8 Bidders must submit their response to the Company by registered post/ courier or by hand to the official postal address of the Company before or on submission deadline mentioned in the RFP document.

5.9 Any proposal received by the Company after the deadline for submission shall be returned un-opened.

5.10 Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable PPRA rules.

5.11 Company shall open the Technical Proposal thirty minutes after the submission deadline. The envelopes with the Financial Proposal shall remain sealed and securely stored in the custody of Company.

5.12 **Key Activities & Timeline**

The tentative timeline set out herein represent the Company's best estimate of the schedule that will be followed. If a component of this schedule, such as

the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

Activities	Dates
Deadline for receiving pre bid queries / questions	20-01-2025
Response to pre-bid queries/questions related to RFP	23-01-2025
Proposal Submission Deadline	27-01-2025 (11:30 a.m)
Opening of Technical Proposals	27-01-2025 (12:00 pm)
Opening of Financial Proposals	Later on

All pre-bid clarifications/queries shall be asked in writing and accordingly reply from Company shall be provided in writing. Subsequently all these queries and responses shall be considered part of RFP. No Telephonic/verbal queries shall be accepted.

6. Proposal Evaluation

6.1 Confidentiality

From the time, the Proposals are opened to the time evaluation report is announced, the Bidders should not contact the Company on any matter related to its Technical and/or Financial Proposal. Any effort by the Bidder to influence the Company in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the bidder's Proposal. However the Company may contact the bidder for seeking clarification of any aspect of Technical proposal or demand any missing information.

6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded.

6.3 Overall evaluation shall be carried out based on weighted average methodology wherein Technical evaluation will carry 70% and Financial evaluation will carry 30% weightage respectively.

7.1 Evaluation of Technical Proposals

7.1 During the Technical evaluation, no amendments in the proposals shall be permitted. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the RFP document. Each responsive Proposal will be given a Technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the eligibility criteria or if it fails to achieve the minimum qualifying Technical Score indicated in the RFP documents. The Bidders who obtain at least **60 out of 100** marks in Technical evaluation criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

7.2 Financial proposals of those Bidders obtaining less than **60 marks** in Technical Evaluation shall remain un-opened and will be returned to the Bidders. An Evaluation Committee appointed by the Company will evaluate the Technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified in Section-II of RFP.

8. Financial Proposals

8.1 After the evaluation and approval of Technical proposal, the Company shall inform the Bidders, who have submitted proposals, the technical scores

obtained by their Technical Proposal and shall notify those whose Proposal did not meet the minimum qualifying score or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify in writing Bidders that have secured the minimum qualifying technical score, the date, time and location for opening the Financial Proposals, within the bid validity period. Bidder's attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested bidders sufficient time to make arrangements for attending the financial opening.

8.2 Before opening of financial bid, technical score of qualified bidder shall be read aloud during financial bid opening session.

8.3 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

9. Combined Score

9.1 Technical Score (St) of qualified bidder shall be added to financial score.

9.2 Financial Score (Sf) shall be calculated as follows: (Lowest bidder's total cost/bidder's total cost) x 30 %

9.3 Combined Score (Total Score) = St + Sf

9.4 All bidders will be ranked based upon the combined technical and financial score.

10. Availability of Management Team

10.1 The successful Bidder is bound to provide the services of the professional staff proposed in Technical proposal. In case of non-availability of any proposed professional staff during the contract period, the bidder will provide valid reason and documentary justification. The Bidder is bound to provide the substitute professional staff with same technical strength with no delay after mutual agreement of both parties i.e. the Bidder and the Company.

10.2 No member of Management Team including Project Leader should be a proposed team member in any other bid (currently invited or under review for selection purposes) submitted to the Company for another project.

11. Award of Agreement

After completing negotiations, the Company shall award the Agreement to the selected Bidder (highest ranked). After agreement signature, the Company shall return the unopened Financial Proposals of the non-responsive bidder(s).

12. Confidentiality

The Company shall keep all information regarding the bid evaluation confidential until the time of the announcement of the evaluation report under PPRA Rule No. 41.

13. Conflict of Interest

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

13.1 Conflicting assignments

The bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment to be executed for the same or for another Client.

13.2 Conflicting Relationships

13.2.1 The bidder (including its Personnel) or any of its affiliates that has a business or family relationship with a member of the Company Board, Management, or staff who is directly or indirectly involved in the preparation of Terms of Reference, selection process of third party evaluation services and/or supervision of the Agreement may not be awarded an Agreement unless conflict stemming from this relationship has been resolved in a manner acceptable to the Board throughout the selection process and the execution of the Agreement.

13.2.2 The bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest, or that may reasonably be perceived as having this effect by notifying the Company in writing. Failure to disclose said situations may lead to disqualification of the bidder or the termination of its Agreement.

13.2.3 Current employees of the Company shall not work as and for the bidder.

14. Fraud and Corruption:

14.1 The Company requires the bidder/s participating in provision of Services to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, Company defines, for the purpose of this paragraph, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any employee of the Company in the selection process or in agreement execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- c. "Collusive practices" means a scheme or arrangement between two or more with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

14.2 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement. The Company will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question. The Company may also impose penalties on the bidder, declaring it ineligible, either indefinitely or for a stated period of time, for Company funding, if at

any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Company funded assignment.

- 14.3** The Company will have the right to inspect the bidding firm's accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Company.

15. Clarification Request/Amendment

- 15.1** The bidder can request a clarification in RFP document up to the date indicated in the RFP document. Any request for clarification must be sent in writing on address indicated in the RFP document. The Company will respond in writing.
- 15.2** At any time before the submission of Proposals, the Company may amend the RFP document by issuing an addendum in writing. The addendum shall be published in the local newspaper and uploaded at PPRA & Company web site, and revised RFP document will be uploaded on Company's Website and PPRA web site.

FOR INFORMATION PURPOSES

Section –II
Term of Reference (TOR)

FOR INFORMATION PURPOSE

Section –II
Term of Reference (TOR)

1. Terms of Reference:

The Testing Agency firm will be required to perform the following Tasks:

- I. The selected Testing Agency shall be required to register candidates for taking written / screening Tests (i.e. Objective type & subjective type) and Skill Test (where applicable) for selection against the vacant advertised posts.
- II. The selected Testing agency under no circumstances shall receive any application directly from any candidate in person / by hand. The selected agency shall only be responsible for registering candidates who send their applications via courier / registered Pakistan post.
- III. The selected Testing agency shall be responsible to shortlist eligible Candidate(s)/ applicant(s) and provide the final and authentic / verified list of all candidates (eligible and not eligible), as per the requirements of FESCO. In case application of a candidate is found incomplete, the Agency will reject the application of candidate and provided reasons for rejection of applications.
- IV. The selected Testing agency shall be responsible to keep record of all registration forms for at least two years after completion of assignment. Furthermore, the Testing agency shall provide any registration form to FESCO as and when required.
- V. The candidate registration process, including data entry of registration forms, shall be completed in consultation with FESCO. Selected Testing agency shall also be responsible to provide weekly report / status on registration of the candidates.
- VI. The selected Testing agency will ensure to advertise the list of registered candidates on its website and have a mechanism to make corrections / edits etc.
- VII. The selected Testing agency will be responsible for implementing a tracking system for all registration forms received prior to deadline. Registration forms received after the deadline shall not be entertained and shall be recorded as well to ensure transparency and proper record keeping.
- VIII. The selected Testing agency shall be responsible to collaborate with FESCO to develop the "Guidelines for Candidates", which would serve as a guiding tool for the candidates taking written test / Skill test / Physical test.
- IX. The selected Testing agency shall be responsible to prepare final test paper. The Final Test Paper will be according to the syllabus finalized in consultation with the FESCO.
- X. FESCO has to be in consultation with Testing Format as designed in aforementioned "Guidelines". The agency will be responsible to ensure the secrecy of the final questionnaire paper.
- XI. The selected Testing agency shall be responsible for issuing and dispatching Call Letters / Roll number slips to the eligible candidates and ensure timely delivery.
- XII. The selected Testing agency shall conduct written/Skill/Physical Tests including arranging all the logistics of test.
- XIII. The selected Testing agency must ensure that the test process is transparent, fair, secure and open to audit. The monitoring & supervision of FESCO authorized representatives will be mandatory who will check / monitor each step of the process. This is a key requirement on the part of a Testing agency as the result of written test is a prime determinant for final selection.
- XIV. The selected Testing agency shall be required to develop a fool proof mechanism for verifying the identity of candidates taking written test.

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- XV. The selected Testing agency shall develop and grade written / screening tests containing different sections inclining MCQs, descriptive answers, analytical writing, data analysis and Skill /Physical tests.
 - XVI. The questions in test paper should be in varying order to minimize the chances of copying answers.
 - XVII. The selection of test center, seating arrangement and quality / quantity of Invigilators should be such that a conducive test environment is created.
 - XVIII. Furthermore, the selection of invigilators should be such that there is no conflict of interest.
 - XIX. The selected Testing agency shall, on demand, provide an authentic and legible copy of any candidate's answer sheet to the Company after announcement of the written test result.
 - XX. The selected Testing agency shall conduct Written Test / Skill/Physical Tests of the eligible registered candidates. The test shall be conducted at the convenient location.
 - XXI. The selected Testing agency shall provide a merit list for the candidates taking written test as per merit criteria provided by FESCO. Merit lists will be prepared according to open merit, provincial, regional, minorities, women, employees' children and disable quota as per FESCO policy /Federal Government Policy. The merit lists shall comprise of all details including (but not limited to) test marks, name of candidate, date of birth, gender, CNIC No., father name, employment record, address, domicile, mobile No. alternate phone and email etc.
 - XXII. The results shall be provided by Testing Agency in quota wise as said in para (xxi) above in both hard and soft copies duly signed by authorized representative of Agency.
 - XXIII. The selected Testing agency shall be responsible for setting up a helpline to facilitate candidates and answer their queries pertaining to registration and written test. The Testing Agency will be bound to also reply / response to queries, relating to applicant's shortcomings, to FESCO nominated / focal person.
 - XXIV. Testing Agency shall be responsible to produce relevant record / reply.
 - XXV. Litigation at any forum i.e. Courts of Law, NAB, FIA, Wafaqi Mohtasib (Ombudsman)'s Secretariate on account of short-listing / tests will be sole responsibility of the Testing Agency.
 - XXVI. The selected Testing agency will facilitate visits / monitoring / checking by employer's representatives /monitoring teams / inspectors at all test centers at all stages / timings.
 - XXVII. The selected Testing agency shall share all documents and data relevant with the selection process in both hard copy and soft copy format with FESCO.
 - XXVIII. During the process of recruitment and or completion, applicant's data will be required for making various decisions. Therefore, outsourced Testing Agency will allow direct fetching of data from their system into FESCO system without any human interference. A suitable SOP/ modus operandi shall be devised with mutual understanding.

2. Deliverables

2.1 Advertisement

- i. FESCO shall finalize the draft advertisement including "General Instructions/ Information" and other information for the candidates including, but not limited to titles of post(s) with pay scale, number of vacancies, eligibility criteria, closing date, distribution of posts (if any) i.e.,

open merit, provincial/regional, women, minorities, and disabled persons quotas etc., age limit, age relaxation rules, etc.

- ii. In the advertisement, FESCO shall incorporate the instructions for the candidates on "How to Apply" to be provided by Testing Agency.
- iii. FESCO shall make arrangements for publication of the advertisement on its own arrangements and cost in the desired newspapers and on desired date.
- iv. FESCO shall intimate the publication date of the advertisement to Testing Agency at least 3 – 4 days in advance so that Testing Agency may upload the Application Forms on its website for the candidates.

2.2 Preparation of Applications

- I. The Testing Agency shall design the Application Form(s) as per FESCO requirement of credentials and share the same with FESCO for approval.
- II. In the Application Form, Testing Agency shall offer Test Centers to the candidates for the test in the following major cities, and the candidates shall be required to select ONE desired city according to their convenience:

2.3 For the posts in BPS-14 & 15 & subsequently for other posts of BPS-16 & 17:

Faisalabad, Chiniot, Jhang, Sargodha, Toba Tek Singh, Bhakkar, Khushab and Mianwali

Agency has to process applications, including receipt of applications, sorting, numbering, data entry, scrutiny Written / Skill test (where applicable).

2.4 Short listing of Eligible Candidate/Applicant

- I. The Testing Agency shall collect and evaluate the applications of the candidates in conformity with the relevant conditions for eligibility i.e qualification, domicile, experience requirements and age limits etc.
- II. The testing Agency shall issue roll No. Slip to Candidates through Courier/ Registered Pakistan Post and SMS.

2.5 Conducting of Tests

- I. The Testing Agency will design and conduct standardized Professional/General tests for recruitment against posts (BPS-14 & 15) according to approved syllabus/Criteria by FESCO. Similar is for BPS-16 & 17.
- II. Description of subjects for each section and its weight-age in the question paper will also be determined and duly approved by FESCO.

2.6 Preparation of results

1. Final result (as per allocated posts and quota & weightage wise requirement of FESCO) including skill test tests, will be provided by the testing agency within 45 days from the last date for submission of application.
2. Testing Agency/Firm will provide triplicate or quadruplicate copies of the Answer sheets one each for candidate, FESCO (immediately) and testing Company including scan copy of the result of the candidate.
3. The results should be announced preferably within one day.

4. Result of Written tests/ Skill / Physical tests shall also be displayed at Testing Agency's Web site
5. Grievances of any candidate/ Applicant if any shall be redressed within 5 days

2.7 Preparation of Merit List

1. Testing Agency shall prepare Final Merit list based on quota and Academic weight-age/Assessment / Skill tests etc.

3. Timeline:

Following is the tentative work plan.

Sr. No	Description	Timeline
1.	Publication of vacancies in Newspaper and receipt of Applications.	20 Days
2.	Compilation of applications by the Testing Agency.	13 Days
3.	Query Time for rejected Candidates	05 Days
4.	Final list for eligible candidates for written/skill tests	03 Days
5.	Call letter / SMS for written test/Skill test.	03 Days
6.	Written / Screening Test/Skill Test	05 Days (Test Date)
7.	Result preparation for written /Skilled Test	05 Days
8.	Submission of Merit list based on educational weightage and written/skill test weightage (Quota wise such as Provincial/ Regional / Women/Minority/Disabled and 20% Employee's Children, Circle/District wise where applicable)	05 Days
9.	Call letter / SMS for interview (By Testing Agency)	04 Days
10.	Interview (By FESCO)	07 Days
11.	Cross re-checking / Scrutiny of documents of the candidates after interview by Recruitment Section	12 Days
12.	Expected time for other process (Final approval)	08 Days
TOTAL		90days

4. Report:

Firm shall report to DG (HR) on fortnightly or as and when required.

Section –III
Qualification & Evaluation Criteria

FOR INFORMATION PURPOSE

Section-III
Qualification & Evaluation Criteria

1. Technical Bids/Proposals will be evaluated as per the following criteria:

SUMMARY EVALUATION SHEET FOR SIMPLIFIED TECHNICAL PROPOSAL		
EVALUATION CRITERIA	Firm XYZ	
	Total Marks	Marks Obtained
I. Qualification	45	
a. Details of Similar/Relevant Work/Assignments already completed with Government Agencies with satisfactory completion report. Two (02) marks for each satisfactory assignment/work in last 05 years. (To be supported with Certificate)	20	
b. At least 05-years experience for conducting Screening/Skills and Physical Tests for recruitment (Screening/Skill Tests and Physical Test) in Public Sector Organizations/Government departments. Upto 05-years experience in Govt. / Public Sector = 15 marks 05 or more experience with Govt. / Public Sector plus DISCOs = 25 Marks	25	
II. Infrastructure and Staff	35	
a. Regular / permanent workforce (Paper Setters, Supervisors, Invigilators, paper checker/marks etc.) <ul style="list-style-type: none"> • 100-150 Permanent Personnel with 05 Paper setters with qualification of Master Degree = 06 Marks • More than 150 Personnel with more than 05 Paper setters (with qualification of Master Degree) = 10 Marks 	10	
b. Detail of Infrastructure for Centers/Districts under FESCO to carry out all activities (Test Centers, Secure Printing Press facilities, Transportation, In house Technology-OMR Scanners etc.) <ul style="list-style-type: none"> • 06-10 Centers under FESCO jurisdiction = 15 Marks • More than 10 Centers in Districts under FESCO jurisdiction with national coverage (Supported by relevant document / empanelment letters) = 25 Marks 	25	
III. Office Setup & Communication Infrastructure	10	
a. Office set up for processing large number of applications. (Supported by statement in which previous projects managed) <ul style="list-style-type: none"> • 50k to 80k Applications = 03 Marks • More than 80k Applications = 05 Marks 	05	
b. Mode of communication besides the Express/Courier Service to the applicant. <ul style="list-style-type: none"> • Bidders website/Email = 03 Marks • Bidders Website, Email and SMS = 05 Marks 	05	
IV. Training Equipment in Each Centre (For skill test if required)	05	
III. Presentation (On the date / day of opening of Technical Bids)	05	
a. Presentation to demonstrate i. Assessment on the capacity/HR Resources (Firm's own/outsourced) to undertake / conduct paper based Screening /Skill Test and Physical Test for general / specific assessment = 03 Marks ii. Assessment on handling of foolproof system of applications, prompt communication with the applicants, organizing the Screening/Skill/ Test, compilation of Results and provision of merit lists = 05 Marks Note: Evaluation will be made by the Convener / Members of the Committee, contributed for tender opening / evaluation etc.	05	

Minimum Passing Score is 60%
Weightage of Technical Score (St)
Weightage of Price (Sf)
Sf= (Fm/F)x100
Fm= Lowest bid Price
F= Price of bidder
Combine Score (Sc)
Sc= Sfx30%+Stx70%

1. Mandatory Requirement

1. Overall relevant 5years of experience.
2. Number and detail of similar projects, scope of works, contract value & client profile/name and assignments undertaken.
3. Financial position of the firm (10 Million Turnover)
4. Organizational Chart including professional staff strength for relevant assignment.
5. Performance certificate from the clients served.
6. Registration copy of NTN, GST, Income Tax (active tax payer) etc.
7. Rates/fees to be quoted separately (50% to be paid by the candidate and 50% by FESCO) for conducting of Written Test/examination against various vacant positions should be quoted for each category, inclusive of all taxes.
8. The rates / fees should be quoted against various posts of BPS-14 & 15.
9. However, at the initial stage, RFP will be finalized for BPS-14 & 15 and subsequently for remaining BPS.
10. The quoted rates for BPS-14 & 15 will be provided on separate form / sheet and remaining BPS on separate form / sheet.
11. The rates for remaining BPS (BPS-15 & below and 16 & above) will be provided on sperate sheet / form.
12. These rates will remain fix during currency of contract and contract will be signed for one year, extendable up to further one year with mutual consent of both parties.

Section-IV
Proposal Forms

FOR INFORMATION PURPOSE

Section-IV Proposal Forms

Technical Proposal - Standard Forms

- B1. Technical Proposal Submission Form
- B2. General information/Firms/Bidders Profile
- B3. Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner
- B4. General Experience of recruitment test conduction
- B5. Proposed methodology and time line
- B6. Competence of team and sample tests
- B7. Members of Project Team (Summary).

FOR INFORMATION PURPOSE

Technical Proposal Submission

Director General (HR)
Faisalabad Electric Supply Company (FESCO)
West Canal Road, Abdullahpur Faisalabad

Sir,

We, the undersigned, offer to provide the services of **Testing Agency** in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope.

Our Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is -----calendar days from the date of opening of bid

Bid Security Amounting To Rs.200,000/- valid for 180 days. The validity of bid security is 28-days beyond bid validity date is attached in form of Bank Guarantee/Bank Draft.

We understand you are not bound to accept any Proposal you receive from any bidder.

Signature of Authorized representative

Date-----

Stamp of Agency

Legal Address

B.2 General Information of Firms/ Firms/Bidders Profile**Name and address of applicant:**

Type of applicant:(Public limited, private, limited, private practice, wholly owned subsidiary, sole proprietor, etc.)

Date established:

Name and address of applicant bankers:

Whether the applicant is registered with Income Tax Department under Pakistani Law? (if so provide)

Registration**No.**_____**Financial Position (Name of Banks, Certificate of Financial position , Copy of Audited Annual Accounts (of last 3 years) Tax Registration (NTN/STN/FTN)**

Number of Experts/ Consultant/ Human Resource Base:

CEO / Managing Director:

Contact Person:

Telephone numbers:**Fax number:**

Email Address:

B3.

Firm's competence and experience in completing projects of a similar nature in a timely and efficient manner

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project	Number of Candidate

B4.

General Experience of recruitment test conduction

Name of Client	Name of Assignment/ Project	Period of Assignment/ Project	Value of Assignment / Project	Present Status of the Assignment/ Project

B5. – Proposed methodology and time line

(Breakup of activities with time lines for each testing cycle to be completed as per TOR).

**B6 –Qualification & Competence of the proposed Test Development Team
Personnel Summary (Complete for each Team Member)**

It is mandatory that each Management Team Member must work full time on project.

Name of Employee		
Position		
General Information	Name	Date of Birth
	Telephone	
	Fax	
	Years with Present Employer:	

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

Education

Highest Level of Degree	Relevance of Degree to the Assignment

Certificates/Trainings:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

B7 – Members of the project Team (Including immigrations)

#	Designation	No. of years of Experience	Relevance to the Assignment	Role in this Project

FOR INFORMATION PURPOSE

C1. – Financial Proposal Submission Form

Director General (HR)
Faisalabad Electric Supply Company (FESCO)
West Canal Road, Abdullahpur Faisalabad

Sir,

We, the undersigned, offer to provide services for provision of **“Testing Agency”** in accordance with your Request for Proposal and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our agency/firm under the Pakistani law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, which is ----- calendar days from the date of advertisement.

Though included in the above mentioned fee and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount in Pak Rs.	Purpose of Company or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

C2. – Summary of Costs

Particulars	Pak Rupees
Total	
All applicable Taxes	
Grand Total of Financial Proposal	

C3-Price Schedule

Step No.	Sr. No	Description of Posts	Expected Applications	Unit rate/Application	Total Amount
	A	b	c	d	e = (c x d)
(i)	1	Employees (BPS-14 & 15)	Considering tentative No. of candidates are about 50,000 to 100,000		
(ii)	2	Employees (BPS-16 & 17)	Not yet known		

Note price shall be inclusive of all taxes and duties as well as PST excluding of GST

1. Considering tentative No. of candidates are about 50,000 to 100,000 for posts BPS-14 & 15 on estimation, which can vary (may increase or decrease).
2. Similarly, No. & Cadres of employees may be increased or decreased as per requirement of employer.
3. These Rates will remain fix during currency of contract and contract will be signed for one year, extendable up to further one year with mutual consent of both parties.
4. Rates/fees to be quoted separately (50% to be paid by the candidate and 50% by FESCO) for conducting of Written Test/examination against various positions of employees (BPS-14 & 15) should be quoted for each category, inclusive of all taxes. Similar in the matter for BPS-16 & 17 etc.
5. Agency has to process applications, including receipt of applications, sorting, numbering, data entry, scrutiny and Written / Skill test for the posts in BPS-14 & 15 and similarly in the matter of other BPS i.e., 16 & 17 etc.

C-4 Financial Situation

Description	Years PKR		
	2021-22	2022-23	2023-24
Assets			
Liabilities			
Net worth			

C-5- Average Annual Turnover of Last three years

Years	PKR
2021-22	
2022-23	
2023-24	
Total	
Average Annual Turnover	

Form of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____ [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Section-V
General/Special contract Conditions

FOR INFORMATION PURPOSE

General/Special Contract Conditions

1. Definition:

In this Agreement, the following terms shall have the meanings assigned as under:

- a) "Company" means the Faisalabad Electric Supply Company (FESCO)
- b) "Service Provider" means name of the Testing Agency-----
- c) "Services" means the testing services to be provided by the Service Provider under this Agreement.
- d) "Department" means the HR Department of FESCO.

2. Services:

- a) The Testing Agency shall perform the Services under this Agreement as detailed in **Section-IV**
- b) The Testing Agency shall perform and execute the Services at the times and in the manner as specified in **Section-IV** to this Agreement with due care and skill in accordance with the best professional standards prevailing in similar industry to the satisfaction of the Company
- c) The Testing Agency recognizes and assures that any Services performed under this Agreement and work done shall be the exclusive property of the Company and the Service Provider shall have no right or claim to it.
- d) The Parties hereby agree that this Agreement does not in any manner restrict the Company from the appointment of any other Service Provider for similar purpose. The Company reserves the right of appointment concerning the subject matter of this Agreement and may appoint other Service Providers for the purpose of the Services stated herein.
- e) The Parties further agree that the Company will not appoint any other Testing Agency for similar purposes during the time where particular positions are assigned to the Testing Agency. However the conditions set forth in this sub-clause will remain in effect till the submission of final deliverable (summary profiles and resumes) for each position by applicant or a written notice of 10 working days by the Company revoking such assignment.

3. Responsibilities:

a) Service Provider

The Service Provider shall:-

- (i) ensure the effective performance and execution of Services detailed in **Section-IV**.
- (ii) Endeavor to effectively perform its obligations and ensure to satisfy the objective of the Company regarding the Services.
- (iii) make appropriate documentation available to the Department

b) Company

The Company shall:-

- (i) arrange for adequate and concise documentation in order to facilitate the Service Provider for the execution of Services to be rendered under this Agreement.
- (ii) Provide adequate information necessary for the execution of the Services to be performed by the Service Provider.
- (iii) Ensure that the terms of this Agreement are implemented as mutually agreed between the Parties.
- (iv) Ensure timely payments in accordance with the Agreement.

4. Term of Payments

- a) The testing fee mutually agreed between the Company and the Service provider will be processed after completion of the assignment. No advance payment shall be made to the service provider, in this regard. However, 50% of test fee from each candidate will be collected directly from individual candidate with application.
- b) All payments, as agreed, shall be, less any Government taxes which the Company is required by law to deduct.
- c) The payments shall be made in Pak rupees through a mode as mutually agreed between the Parties.
- d) Rest of 50% of the test fee will be borne by FESCO and shall be paid after last deliverable (i.e. delivering of **Merit List**)
- e) Company will not pay rest of 50% fees against those candidates who are ineligible due to non fulfillment of prescribed criteria.
- f) **Payment procedures**
 - i) Invoices in triplicate duly verified by Department
 - II) GST Invoices (if any) alongwith Annex-C
 - III) Copy of contract agreement
- g) In case, the test is cancelled by either party or by the Government or by a Court of Law or due to force majeure or for any reason after the scrutiny of the candidates is done by the Testing Agency, the amount received from the candidates, will be refunded to the candidates declared eligible, by the Agency. In case, the test date is decided and the test is cancelled afterwards, then the testing agency will not be liable to refund the test fee to candidates. However, nothing will be charged from FESCO.

5. Proprietary Information/Confidentiality

- a) During the course of the Agreement both the Parties will share information of confidential and / or proprietary nature. Recipient agrees not to disclose any information to any third party(s) or to any of its employees except those employees who have a need to know the information to accomplish a stated task in accordance with the terms and conditions of this Agreement and such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement.
- b) Notwithstanding the foregoing, recipient may disclose the disclosing Party's information if in the opinion of its counsel, disclosure is required by law; provided, however, that recipient 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 the disclosure and that recipient requests confidential treatment of the disclosed information. Recipient agrees that it shall treat the confidential information with the same degree of care it accords to its own confidential information of a similar nature; provided that in no event shall recipient exercise less than reasonable care to provide the confidential information.

- c) The treatment accorded by the foregoing clause shall be binding on both the Parties and shall remain in force for a period of five years.
- d) The Agency will follow the SOP/rules of company for scrutinizing/short listing the candidates for conducting the written/skill tests.

6. Termination

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms of this Agreement within **fifteen (15) days** of a written notice to do so.
- b) The Company may terminate this Agreement if the Testing Agency fails to provide the Services in accordance with this Agreement.
- c) The Testing Agency may terminate this Agreement if the Company fails to make payments in accordance with this Agreement.

7. Other conditions

- a) The Service Providers' liability for loss or damages arising in relation to the services, as a result of breach of contract, tort (including negligence) or otherwise, is limited to an amount equal to the fees paid by the Company for the portion of the Test Agency' services or work giving rise to the liability.

8. Force Majeure

- a) The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- b) "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, natural catastrophe and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or Company or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- c) Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavours to remove, avoid and / or mitigate the effects of such circumstances.

9. Dispute Resolution/Arbitration

- a) The Parties shall attempt to amicably resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.

“Initially the dispute shall be referred to Chief Executive Officer (CEO) FESCO”.

- b) If the Parties cannot settle any dispute or difference within seven (7) days after first conferring, then such dispute or difference shall be settled through arbitration. Each party shall appoint one arbitrator and the appointed arbitrators shall then appoint an umpire. The award of the arbitrators or in case of a dispute between the arbitrators, the umpire shall be final and binding. Either Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- c) In case of any dispute, between the parties, the dispute will be settled under arbitration Act, 1940 and prevailing Law and Procedure.
- d) The place of arbitration shall be Faisalabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English

10. Notices

- a) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand , or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party to which a notice is given does not acknowledge the same by the end of the third Working Day next following the day of delivery by sending, the Party giving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

Address for correspondence

- b) For the purposes of this Clause, a Party may take the address and facsimile number of the other Party to be:

- (i) the address and number of services provider firm

- (ii) Where another address or number of Company:

Attn:

Director General (HR)

Faisalabad Electric Supply Company

West Canal Road Abdullahpur Faisalabad

Phone: 041-9220247

Fax: 041-9220233

11. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

12. Amendment

- a) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.
- b) This Agreement shall supersede any existing arrangements and or understandings between the Parties in relation to the terms agreed upon under this Agreement.

13. Applicable Law and Jurisdiction

- a) **This Agreement is governed by the laws of the Islamic Republic of Pakistan.**
- b) Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Faisalabad, to which the Parties irrevocably submit.

14. Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Applicant.

15. Performance Security

The Performance Security amount is: 10% of the final contract price in the form of Bank Guarantee issued by a Schedule bank of Pakistan having rating A+, on the prescribed format attached with the bidding document.

16. Documents of Contract agreement

The following document to contract Agreement shall form an integral part of Agreement and shall be interpreted accordingly.

- i) Contract agreement
- ii) Notice of Award
- iii) Price schedule
- iv) Post bid clarification/correspondence
- v) This RFP
- vi) Section-IV of RFP
- vii) General/Special Conditions of Contract

Section-VI
Contract Forms

FOR INFORMATION PURPOSE

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*.

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*.

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the
. . . *[insert name of the contract and identification number, as given in to Bid]*. for the
Accepted Contract Amount of the equivalent of *[insert amount in numbers and
words and name of currency]*, as corrected and modified in accordance with the Instructions
to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance
with the Conditions of Contract, using for that purpose the of the Performance Security
Form included in Section VI (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the
Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator
proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this
Letter of Acceptance to _____ *[insert name of
the Appointing*

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
.. *name of the Employer*. (hereinafter “the Employer”), of the one part, and
.. . . . *name of the Contractor*.(hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as *name of the Contract*.
.. should be executed by the Contractor, and has accepted a Bid by the Contractor for
the execution and completion of these Works and the remedying of any defects therein,
The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 1. **Contract agreement**
 2. **Notice of Award**
 3. **Price schedule**
 4. **Post bid clarification/correspondence**
 5. **This RFP**
 6. **Section-IV of RFP**
 7. **General/Special Condition of Contract**
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *name of the borrowing country*.on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Employer]*.....

Date:

Performance Guarantee No.:.....

We have been informed that *[name of the Contractor]*. (hereinafter called “the Contractor”) has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]*¹. (. *[amount in words]*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of ,², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

FOR INFORMATION PURPOSE