



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan

Tele: - +92 91-9216283 Fax: - +92 91-9216295

www.kpogcl.com.pkwww.facebook.com/kpogclwww.twitter.com/kpogcl_oil_gas

In relentless pursuit for Energy Security of Pakistan

REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF “CONSULTANT FOR DEVELOPMENT OF A BUSINESS STRATEGY INCLUDING FEASIBILITY OF LPG MARKETING & DISTRIBUTION”

RFP NO: KPOGCL/TENDER/549/2020

Bid Submission Time/Date: 1100hrs, 10 March, 2020

CONTENTS

Basic Data SHEET.....	3
1. PURPOSE OF RFP	4
2. BACKGROUND & INTRODUCTION	4
3. SCOPE OF WORK	4
4. REPORTS.....	11
5. EXECUTION AND DELIVERABLES	12
6. PROJECT DURATION	12
7. Letter of Invitation	13
8. MANDATORY REQUIREMENTS	14
9. Process of Hiring and Proposal instructions.....	14
10. Technical Evaluation Criteria (TEC)	16
11. Financial Evaluation Criteria (FEC)	19
12. Selection for Award	20
13. General Conditions	20
14. Conflict of interest	22
15. Fraud & Corruption.....	22
16. Proposal validity	22
17. Language, Preparation of Proposal	23
18. PROJECT MANAGEMENT & TRANSACTION SCHEDULE	23
19. Confidentiality	24
20. Dispute Resolution.....	25
21. No Obligation.....	25
22. Disclaimer by KPOGCL	26
Annexure- A	28
Form TECH-1. Technical Proposal Submission Form	29
Form TECH-2. Consultant's Organization and Experience.....	30
Form TECH-3. Description of Approach, Methodology and Work Plan for Performing the Assignment	33
Form TECH-4. Curriculum Vitae (CV) OF Proposed Professional Staff	34

BASIC DATA SHEET

1	<p>Name of the Assignment is: SELECTION OF CONSULTANT FOR DEVELOPMENT OF A BUSINESS STRATEGY INCLUDING FEASIBILITY OF LPG MARKETING & DISTRIBUTION</p> <p>Name of the Procuring Entity (PE): Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)</p> <p>Address: 3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan.</p> <p>Telephone: +92 91-9216283 Fax: - +92 91-9216295</p>
2	The method of selection is: Quality and Cost Based System (QCBS)
3	Contract Duration: 03 Months
4	Financial Proposal to be submitted together with Technical Proposal: Yes
5	<p>The Proposal submission address is: 3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan.</p> <p>Proposals must be submitted not later than the following date and time: 10-March-2020, 11:00 am</p>
6	Pre-Bid Meeting to be held at KPOGCL's Head Office on 25 February, 2020 at 1100 hrs
7	Proposals validity: 90 days after Bid opening
8	<p>Clarifications may be requested not later than five days before the submission date.</p> <p>The email for requesting clarifications are: E-mail: tariq.scm@kpogcl.com.pk cc: ceo@kpogcl.com.pk</p>
9	The format of the Technical Proposal to be submitted is: Form Tech-1, Form Tech 2, & Form Tech-3
10	Amounts Payable by the PE to the Consultant under the contract to be subject to Federal and Provincial taxation.
11	Consultants to state cost in the national currency i.e. PKR only.
12	Consultant must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal.

1. PURPOSE OF RFP

KPOGCL intends to invite proposals from reputable local consultancy firms (the 'Consultant') to carry out Feasibility Study for establishing LPG marketing and distribution business in Khyber Pakhtunkhwa. The proposed business will involve purchase, marketing and distribution of around 100 to 200 tons per day of LPG in Merged Districts, Malakand and Hazara divisions of Khyber Pakhtunkhwa.

2. BACKGROUND & INTRODUCTION

In Pakistan, LPG is being consumed in residential, commercial, industrial and transport sectors, although it is not reported. KPOGCL plans to enter into LPG Marketing business aiming to enhance KPOGCL's profitability leading to increased shareholders' value.

With the merger of FATA with Khyber Pakhtunkhwa, the provincial government aims to focus on sustainable development and conservation of environment in Merged Districts. Provincial holding company (KPOGCL) has been mandated for the LPG marketing and distribution. As a first step, KPOGCL intends to engage the services of a reputable and experienced local Consultant to prepare a business plan covering marketing, technical and financial feasibility of proposed LPG business. In this connection, KPOGCL is inviting bids from reputed and experienced local consultants to undertake the assignment as per the 'Scope of Work' discussed in this RFP.

3. SCOPE OF WORK

The 'Scope of Work' section identifies only certain tasks that should, in the opinion of KPOGCL, be undertaken by the Consultant as a minimum and should not in any way be construed as an exhaustive list of the matters to be addressed. Interested Consultant should, therefore, submit proposals that are not only compliant with the requirements of the 'Scope of Work' but also demonstrate their understanding of the overall scope of work required for similar transactions.

The Consultant shall be responsible for providing all the services that are essential to and which it recommends from their own experience for successful completion of the assignment.

As a minimum the Consultant shall be expected to carry out the tasks identified herein:

The scope of the assignment is to submit the Business Plan including all aspects for establishment of LPG Marketing Company including the following;

- a) Market, demand-supply Analysis
- b) Development of Business Strategy – Hospitality arrangement, upfront capital investment, plant locations, logistics etc.
- c) Project organization structure and manpower requirement, job description and job specifications
- d) Proposed Capacity & Design Layout plan of LPG storage and bottling plants
- e) Project cost estimates and Implementation Schedule
- f) Prices
- g) Economic Analysis
- h) Social and Environmental Development Impact Assessment
- i) Review of Regulatory Framework, Applications for License and NOCs
- j) Proposed LPG Marketing Plan
- k) Preparation of Engineering, Procurement and Construction (EPC) Tender Documents
- l) Project organization structure and manpower requirement, job description and job specifications
- m) Development of Model Contracts
- n) LPG Consumer pricing and determination of extent of possible subsidization against location and competitive advantages
- o) Listing of equipment and detailed specifications for each item required for a complete LPG bottling plant for procurement purposes

A detailed Business Plan involving all business development and implement aspects shall be submitted by the consultant

The coverage of each component is detailed in the following paragraphs:

a) Market, Demand-Supply Analysis

The market analysis of LPG would include:

- i. Consultant shall conduct a brief study on LPG reserves and contingencies that may arise. The Consultant shall collect reservoir data and historical production profile to assess the remaining LPG in place and future production profile. LPG supply forecast for a fifteen years period shall be prepared.

- ii. Projections of LPG demand for next fifteen (15) years in Pakistan particularly KP province including merged Districts, Malakand & Hazara Divisions.
- iii. Conduct analysis of key threats, constraints and their effect on market growth
- iv. Potential for LPG to be marketed by KPOGCL

b) Development of Business Strategy – Hospitality arrangement, upfront capital investment, plant locations, logistics etc.

- i. Determination of appropriate project execution strategy
- ii. LPG bottling plant site selection
- iii. Logistic costs and arrangements

c) Project organization structure and manpower requirement, job description and job specifications

The Consultant shall prepare detailed organization structure of the proposed LPG Marketing and distribution function within KPOGCL. This function shall be looked after by a Project Manager reporting to the Chief Executive Officer. A proper organization structure shall be created by the consultant in accordance with the side of the activity. Job specification and job description of each position shall also be prepared and made part of the Business Plan by the Consultant.

d) Proposed Capacity & Design Layout of LPG Storage and Bottling plants

The Consultant shall prepare a layout design of the setting up of the LPG plant required for the carrying out of the LPG marketing as per the proposed business plan for LPG volume of 100 to 200 MT per day including site selection for the LPG bottling plants. Required infrastructure for LPG transportation, storage & filling which inter alia includes the following;

- i. Details of LPG storage tanks required
- ii. Decanting Capacity & infrastructure
- iii. LPG filling Capacity & Infrastructure
- iv. LPG cylinders inventory required
- v. Firewater system
- vi. Compression and Emergency Shutdown System

The Consultant shall prepare a Detailed Design Layout, drawing, documentations according to NFPA-58 and requirements of OGRA. This drawing will also be used for submission in Explosives Department for approval as well.

Requirements include:

- i. Major Equipment List / BOQ's
- ii. Process Flow Diagrams
- iii. Electrical One Line Diagrams
- iv. Geotechnical Study

The Consultant shall identify the likely suppliers for equipment procurement for the Project. The list shall be complete with company names, contact name(s), physical and e-mail addresses and phone numbers.

The Consultant shall submit a section covering the above in the Report. To facilitate the Client's review, the Consultant shall provide components of this deliverable to the Client as they are completed. The Consultant shall ensure that the Client has an opportunity to review and comment on all the components at least once prior to submitting the final report.

e) Project Cost Estimate and Implementation Schedule

The Consultant shall prepare a cost estimate along with implementation schedule, which includes a detailed breakdown of all civil works, equipment and materials, including but not limited to;

- i. LPG Storage Tanks
- ii. Air Compressors and Emergency Shutdown System
- iii. LPG Network Material
- iv. Fire Fighting Network
- v. Electric & Earthing
- vi. LPG Pumps and LPG Compressors
- vii. Fire Pump, Jockey Pump and Showering Pump
- viii. LPG Filling Machines
- ix. LPG Cylinders

- x. Civil and structural systems including piles and foundations
- xi. Construction and Commissioning
- xii. Transportation
- xiii. Land acquisition and insurance

Cost estimates prepared under this section shall form the basis for the economic evaluation.

f) Prices

The consultant shall provide the evaluation of historical LPG prices covering the following:

- i. Import Price (\$/MT) C&F Karachi, Importation Charges/Duties and landed cost at Karachi
- ii. Ex-Refinery/Field Prices (\$/MT and Rs. /MT) for each field/refinery
- iii. Ex-Bottling Plant/Distributor/Dealer Prices in Rs/MT
- iv. Consumer Prices (Rs/Kg or Rs/Cylinder for Domestic & Commercial Cylinders) with indications of seasonal fluctuations (if any)
- v. Prices of cylinders and regulators

Price forecast shall be developed on the basis of available data which shall be utilized for the economic analysis / financial evaluation.

g) Economic Analysis

The Consultant shall carry out an economic analysis based on current and future parameters that will affect the Project, including the cost of LPG, interest rates and financing costs. The Consultant shall calculate net present value, payback period, and internal rate of return by varying the sensitivities to develop the best- and worst-case scenarios.

The consultant shall establish the profitability of the LPG Marketing company based on this analysis assuming the sale of given volumes of the LPG in the KPK and Pakistan.

h) Social and Environmental Development Impact Assessment (DIA)

The Consultant shall report on the potential social development impacts of the Project in KPK focusing on what economic and social outcomes will result if the Project is

implemented according to the Study recommendations. The analysis of potential benefits of the Consultant shall be as concrete and detailed as possible. The development impact factors are intended to provide the Project's decision-makers and interested parties with a broader view of the Project's potential effects on KPK. The Consultant shall provide estimates of the Project's potential benefits in the following areas:

- i. *Infrastructure:* A statement on the infrastructure impact giving a synopsis. For example, "This Project would result in the construction of an LPG Filling Plant that would provide xxx tons of LPG, which is anticipated to serve xxx additional households in the region."
- ii. *Human Capacity Building:* The number and type of jobs that would be created to construct and operate the proposed plant as well as the number of people who will receive training and a brief description of the training program.
- iii. *Other:* any other significant developmental benefits to the Project

i) Regulatory Framework Review, Applications for License and NOCs

The Consultant shall review all regulations pertaining to the Project and provide a checklist which shall ensure legal compliance both during project development and after the project is implemented. Specifically, the Consultant shall review LPG Policy & Rules, licensing requirements by OGRA and any other NOCs required.

The Consultant shall prepare an application to OGRA fulfilling all the requirements for award of a Provisional license for Construction and Marketing. The Consultant shall draft the application based on the templates available from OGRA. The Consultant shall also prepare all other permits/applications required during the project the development phase.

j) Proposed LPG Marketing Plan

The consultant shall prepare a comprehensive marketing plan specifying the core areas to focus while executing the implementation of the business plan. The consultant shall address the following aspects while preparing the LPG Marketing Plan:

- i. Target market and areas

- ii. Distribution network and total number of distributors
- iii. Target areas for sale of LPG
- iv. Target yearly sales
- v. Quantity of LPG to be distributed per day or per month
- vi. Volumes to be handled - both in bulk and cylinders
- vii. Prices to be charged
- viii. Distribution and transportation arrangement
- ix. Promotional Plan

The Consultant shall also propose a recommended marketing strategy giving its rationale and sustainable competitive advantage to be enjoyed by KPOGCL.

k) Preparation of Engineering, Procurement and Construction (EPC) Tender Documents

Upon the Client's determination that the Study supports the Project as described above, the Consultant shall prepare EPC Tender Documents acceptable to KPPRA that will enable the Client to solicit EPC bids from interested parties. The EPC Tender Documents shall include but not be limited to:

- a) Project Definition
- b) Technical Specifications based on the Front-End Engineering Design (FEED) and the Environmental Impact Assessment, divided into the following sections:
 - i. Major Mechanical, Electrical and Instrumentation and Control (I&C) Equipment
 - ii. Civil Works and Construction,
 - iii. Plant Narrative (i.e. design layout)
 - iv. Start-up and Commissioning
 - v. Project Implementation Schedule
- c) Draft Term Sheet comprising commercial and special terms and conditions of the EPC Contract, to include but not limited to:
 - i. Physical requirements of the project
 - ii. Compliance with Pakistan Engineering Council (PEC) guidelines
 - iii. The Penalties and Liquidated Damages which would apply in case of noncompliance with the Physical, Performance and Schedule requirements.

The Consultant shall develop a weighted score based bid evaluation criteria for the Client's independent use.

Deliverables: The Consultant shall submit a report that contains all relevant information collected, work performed and analysis provided as mentioned above.

l) Project organization structure and manpower requirement, job description and job specifications

m) Development of Model Contracts

The consultant shall be required to advise appropriate contracting strategy and draft model contracts such as:

- i. Draft Bulk LPG Purchase Agreement
- ii. Draft Dealership Agreement
- iii. Draft LPG Logistics/Transportation Agreement
- iv. Draft EPC /Procurement Contracts for purchase of different equipment/services

4. REPORTS

The Consultant shall prepare and deliver to the Client a substantive and comprehensive **DRAFT REPORT** (soft form along with 2 hard copies) of all work performed pursuant to these Terms of Reference ("Draft Report").

The Client shall provide written comments to the Consultant within two weeks of the Consultant's presentation of Reports. The Consultant shall promptly make the necessary changes and modifications to the Draft Report. Consequently, the Consultant shall prepare and deliver to the Client a substantive and comprehensive **FINAL REPORT** (soft form and 05 hard copies) of all work performed under these Terms of Reference ("Final Report").

The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Client. The Final Report shall also contain an *Executive Summary* in addition to the other required deliverables, and shall be prepared in accordance with the applicable standards.

5. EXECUTION AND DELIVERABLES

- a) An **Inception Report** with a detailed work plan within 10 days of effective date of contract. The plan should include the schedule/timetable of activities for execution of the assignment.
- b) **Kick-off meeting** within 15 days of effective date of the Contract.
- c) **Monthly Progress Report** to be submitted every 5th of the month.
- d) **Draft Report** for discussion with management (within 10 weeks of contract award)
- e) **Final Report** as per agreed TORs (within 12 weeks of contract award).
- f) Others as necessary to complete the assignment.

6. PROJECT DURATION

The Consultant shall be required to complete the assignment within **Three (03) months** or as may be agreed between the parties.

7. LETTER OF INVITATION

Date: _____

Name _____

Add: _____

Dear Mr./Ms:

1. The *Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)* (hereinafter called “Procuring Entity”) now invites proposals to provide the consulting services as detailed in the Terms of Reference.
2. A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP, in accordance with the KPPRA Act 2012.
3. The RFP includes the following documents:
 - a. Letter of Invitation
 - b. Instructions to Consultants
 - c. Terms of Reference
 - d. Technical Proposal - Standard Forms
 - e. Financial Proposal - Standard Forms
4. Please inform us in writing at our address (3rd Floor, Ali Tower, University Road (Opposite Customs House) Peshawar, Pakistan) that You have received the Letter of Invitation.

Yours sincerely,

Usman Ghani Khattak

CEO-KPOGCL

8. MANDATORY REQUIREMENTS

Table 1: Checklist for Consultant

S.No.	Documentary Requirements except point 4	Yes	No
1	Valid Registration Certificate/ license, National Tax Number (NTN) and KP Sales Tax Number along with Proof of being <i>Active</i> Taxpayer with KPRA		
2	A certificate/ affidavit on Stamp Paper that the Organization is not blacklisted by any Government authority/ /Department/ Autonomous body and a statement that all the documents, statements and information provided with the proposal are complete, true and correct in all respects.		
3	Signed and Stamped Copy of TORs		
4	Affiliation with International Agency/ institution (if any).		
5	Latest available annual Audit Report with financial statements		

9. PROCESS OF HIRING AND PROPOSAL INSTRUCTIONS

- a) The interested Bidders shall be engaged following a Single Stage, Two Envelopes Procedure for selection. The submittals shall be evaluated through a separate technical and financial appraisal with 70% and 30% weightage, respectively. Selection of the firms will strictly be made in accordance with the procedure of **Quality and Cost Based Selection (QCBS)**.
- b) Financial bids of only Technically Qualified Bidders shall be opened in the presence of their representatives within a reasonable time as may be deemed necessary by KPOGCL.
- c) Fax, email and non-registered delivery by post mail shall not be considered.
- d) Bids submitted must include bidder's covering letter on its letterhead containing:
 - i. Project title/subject: _____
 - ii. Bidder's name: _____
 - iii. Name & Address of authorized person: _____
 - iv. Bidder E-mail/Cell No. (phone, fax): _____
 - v. Tender Number: _____
- e) The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL- BUSINESS PLAN FOR LPG MARKETING & DISTRIBUTION BUSINESS" Similarly,

the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL- BUSINESS PLAN FOR LPG MARKETING & DISTRIBUTION BUSINESS". Both the envelopes should then be placed in one large envelope clearly marked "**KPOGCL/RFP/549/2020 having subject "CONSULTANT FOR DEVELOPMENT OF A BUSINESS STRATEGY INCLUDING FEASIBILITY OF LPG MARKETING & DISTRIBUTION"**" and dropped in a box kept at KPOGCL Head Office. Alternatively, Proposal may also be sent to CEO, KPOGCL by means of courier, Pak Registered Post or by hand so that it reaches before the required time and date.

- f) KPOGCL does not take any responsibility for delayed arrival of the bid.
- g) The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE BIDDER (ANNEXURE-A) of this RFP should be duly signed and attached along with the Technical Proposal Form.
- h) Any proposal received at KPOGCL's Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- i) Following KPPRA RULE 37(A), the Bidder must be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA) and Income Tax authorities.**
- j) Bidders shall bear all costs associated with the preparation and submission of their proposals and contract signing. KPOGCL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Bidders or giving any reason.
- k) From the time the Proposals are opened to the time the Contract is awarded, the Bidders shall not contact KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by a Bidder to influence KPOGCL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.
- l) Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- m) For any clarification or information please call or Email:

Mr. Tariq Saeed Awan

(HOD SCM Department)

Cell: +92 3331518390

Email: tariq.scm@kpogcl.com.pk

Phone: +92-91-9216283

Fax: +92-91-9216295

- n) The last date for submitting queries/ clarifications is **10 March, 2020**.
- o) The Consultant shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- p) *All proposals must be sent at the following address:*

Mr. USMAN GHANI KHATTAK

Chief Executive Officer,

Head Office Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)

3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.

Phone: +92-91-9216284

Proposals are due at above address not later than **11:00 AM**, on **10-March, 2020**.

***Pre-Bid Meeting** to be held at **KPOGCL's Head Office on 25 February, 2020 at 11:00 AM**.

- q) At any time before the submission of Proposals, KPOGCL may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum will be sent to all prospective Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. KPOGCL may allow Bidders reasonable time to make amendments in their Proposals. However, depending upon the nature of amendments, KPOGCL may or may not extend the deadline for the submission of Proposal.

r) *Quality Assurance Guidelines*

The service shall be of best quality for their respective purposes and be free from all defects, latent or otherwise. Any portion of the service found defective or unsuitable, shall be promptly corrected by the Bidder without additional charge to KPOGCL. Failure by the Bidder to meet KPOGCL's quality requirements shall constitute breach of contract and shall entitle KPOGCL to terminate the contract.

10. TECHNICAL EVALUATION CRITERIA (TEC)

- a) The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information will be declared non-responsive. For your proposal to be considered, you must respond to this RFP in all respects.
- b) All documentary evidence must be provided along with Technical Evaluation.

- c) Bidders fulfilling the Technical Criteria with at least 60% marks shall be selected for opening of their financial bids (i.e. weighted average 42 marks out of 70). Bidders scoring under 42 marks will get their unopened financial bid envelopes back after the contract with the successful bidder gets signed.
- d) Each responsive Proposal will be given a Technical Score (TS). Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the 'Scope of Work' or if it fails to achieve the minimum technical score indicated above.
- e) Bidders should fill in and circle the last column of Table 2 given below, however, KPOGCL shall do its own evaluation for final award of the Contract. Table 2 filled by the bidders shall not be binding on KPOGCL.

Table: 2. Criteria for Technical Evaluation

S. No.	Technical Evaluation Criteria	Marking	
		Total Marks	Obtained Marks
A	CONSULTANT'S PROFILE	60	
1	Experience of Consultant in LPG Bottling, Storage, Transportation & Handling: Each assignment= 02 Marks 10 assignments & Above =20 Marks	20	
2	Experience of Consultant in preparing layout plans, equipment specification and FEED for LPG Bottling Plant Each assignment = 02 Marks 10 assignments & Above = 20 Marks	20	
3	No. of LPG Bottling Plants installed in last 10 Years Each assignment = 02 Marks 05 assignments & Above= 10 Marks	10	
4	Experience of Consultant in Preparing documentation for clients in getting LPG Construction or Marketing Licenses from OGRA Each assignment = 01 Marks 05 or more = 05 Marks	05	
6	Office Location: Islamabad or Peshawar- 05 Marks Other than above - 00 Marks	05	
B	COMPETENCE OF TEAM	40	
7	Team Lead's experience of managing LPG Bottling Plants Each assignment = 02 Marks 10 assignments & Above = 20 Marks Team Lead must have a minimum of 10 years relevant experience.	20	
8	Work Plan and Methodology Vis-à-vis the 'Scope of Work' Fair= 10 Marks Good= 15 Marks Excellent= 20 Marks	20	
Total Marks		100	

11. FINANCIAL EVALUATION CRITERIA (FEC)

The consultant shall mention in Pak Rupee the Gross Amount of contract (inclusive of all applicable taxes).

Sr.#	Category	Amount
1	Gross amount of contract (inclusive of all taxes)	XXX
2	<u>Less:</u> Deduction of WHT from filer Company	(xx)
3	Less: Deduction of KPST from filer Company	(xx)
4	Net Payment through Cross Cheque (1-2-3)	Xxx

- a) All taxes applicable at the time of payment will be deducted from payment as per prevailing applicable laws. In case of WHT Exemption, provide certificate or Government SRO, as the case may be. Likewise, in case of KPST Exemption/percentage differentiation, provide Certificate or Government SRO, as the case may be.
- b) The Lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100. The financial bids will be evaluated for respective bidders as follows:

$$FM = 100 \times FL / F$$

Where:

FM=Financial Marks

FL=Lowest financial bid

F=Cost of the proposal under consideration

- c) Payments shall be made in PKR, following submission by the Consultant of invoices to KPOGCL as per the following schedule:

S.#	Particulars/ Key Deliverables	RFP Reference No.	Timeline (Weeks)	Payment %
1	Advance after kick-off meeting	5(a)	02	10
2	Submission of Satisfactory Draft Report	5(d)	10	50
3	Submission of Satisfactory Final Report	5(e)	12	30
4	Post-completion	N/A	2	10

12. SELECTION FOR AWARD

KPOGCL shall follow the “**Quality and Cost Based System (QCBS)**” for the selection and award of the contract as per the Final Evaluation Criteria given below:

$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

Where:

TM : Technical Marks

FM : Financial Marks

TTM : Total Technical Marks

TFM : Total Financial Marks

GT : Grand Total

The Consultant scoring the highest Grand Total will be offered the Contract.

13. GENERAL CONDITIONS

- a) KPOGCL shall have right to the following at all times:
- i. To select any of the Consultants submitting the Proposals, and has the right to cancel the process initiated hereby or the Transaction at any time, without assigning any reason;
 - ii. To reject any proposal not delivered at the prescribed venue at the prescribed time;

- iii. To add/modify any of the terms set out in the RFP or any of the Annexures thereto prior to the submission date. However, all such amendments will be communicated by advertising corrigendum.
- b) The Consultant will be prohibited from using any of the proprietary information without the express approval of KPOGCL, for a period of two years after the completion of the assignment.
- c) The Team Leader and other members would be clearly specified at the time of the submission of bids, along with their responsibilities on Specific portions of the Transaction. The extent of involvement and dedication of each professional, would be required to be maintained at the stipulated levels. The Team Leader will be obligated to be available on first-call basis during the duration of the assignment. No changes in either the Team Leader or any professional member of the team would be allowed without the explicit written approval of KPOGCL.
- d) It is expected that the Consultant would place emphasis upon the expeditious preparation & finalization of all the activities required for successful completion of the assignment.
- e) Submission of proposals in response to the attached 'Scope of Work' will be deemed as acceptance of the terms contained herein.
- f) Offers are liable to be rejected if:
 - i. There is any deviation from any instructions.
 - ii. Offers are found conditional or incomplete in any respect.
 - iii. Multiple rates are quoted against one item or overwriting /Erasing in prices.
- g) Technical and Financial proposals should be submitted at the following address by 11:00 AM on **10 March, 2020**. ***Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.***
- h) Effective date of contract will be the same as the contract signing date.

14. CONFLICT OF INTEREST

KPOGCL's policy requires the Consultant to provide professional, objective, and impartial advice and at all times hold KPOGCL's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant has an obligation to disclose any situation of actual or potential conflict that may impact their capacity to serve the best interest of KPOGCL. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of Contract. A Consultant (including its personnel) that has a business or family relationship with a member of the KPOGCL staff who is (directly or indirectly) involved in any part of the preparation of this Tender document, the selection criteria and the Contract, may not be awarded the Contract for this assignment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within KPOGCL.

15. FRAUD & CORRUPTION

KPOGCL's policy requires the Consultant to observe the highest standard of ethics during the procurement and execution of the contract. In pursuit of this policy, KPOGCL follows the instructions contained in Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014.

16. PROPOSAL VALIDITY

The proposals shall remain valid for **Ninety (90)** days after the deadline for submission of Proposals. During this period, Bidders shall ensure availability of Professional staff nominated in the Proposal. KPOGCL will make its best effort to complete negotiations, if any, within this period. If need arises, KPOGCL may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal. Bidders may submit new staff in replacement, which would then be considered in the final evaluation for contract award.

17. LANGUAGE, PREPARATION OF PROPOSAL

- i. The Proposal and correspondence exchanged by the Consultant and KPOGCL shall be written in English language.
- ii. In preparing the Proposal the Consultant is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

18. PROJECT MANAGEMENT & TRANSACTION SCHEDULE

KPOGCL aims to complete the Transaction in an efficient manner. The invited Consultant will be required to provide a schedule clearly identifying all the activities and their completion dates. It is expected that the Consultant will perform maximum number of activities in parallel by deploying several teams so as to facilitate efficient completion of the assignment.

For the purpose of monitoring the progress and providing appropriate guidelines, a Project Management Plan and Schedule will be reviewed on periodical basis. Any meetings must be preceded by submission of Working Papers by the Consultant to derive maximum benefit from the meetings to review progress of milestones and deliverables.

Remedial measures will be taken where there is delay or potential delay in the assignment. The Consultant will deal with any such delays and will provide adequate notice to KPOGCL where KPOGCL's or GOKP's action is required.

a) Consultant's Responsibilities with respect to Project Management

The Consultant will appoint a Project Leader to assume overall responsibility for the assignment, who will be available on a first-call basis during the duration of the Transaction. The Project Leader will be the interface with KPOGCL on all the assignment-related matters.

The Consultant will provide sufficient lead-time for activities requiring decision by the KPOGCL/GoKP. The Consultant shall promptly inform and seek approval of KPOGCL on any changes to the agreed work program or personnel and will work with KPOGCL in understanding and resolving the impact of such changes.

During the performance of its work, the Consultant is expected to interface with government departments and management of KPOGCL. The Consultant will develop a mechanism for review of progress, presentations of reports and other project-management activities to ensure efficient & timely progress on the assignment. The Consultant will be required to maintain effective coordination/liaison with all the sub-consultants (if any), to be appointed for the assignment.

b) KPOGCL’s Responsibilities with respect to Project Management

KPOGCL will appoint an Assignment Manager to liaise with the Consultant and coordinate activities related to the Transaction. Performance of the Consultant will be evaluated regularly and necessary corrective measures will be taken as approved by KPOGCL in a timely manner. KPOGCL will also assist in securing appointments with all government agencies/departments, if required.

c) Technical Expertise

The Consultant will be completely responsible for all legal, financial, regulatory and any other matters, which arises during the course of the assignment.

19. CONFIDENTIALITY

- a) Any data provided by KPOGCL or to which the Consultant or its employees have access to, or which they acquire directly or indirectly under this Tender or during the performance of this Tender, shall be deemed as Confidential Information. Duplication or disclosure of such Confidential Information by the Consultant or any one claiming through it without the prior written consent of the KPOGCL is strictly prohibited. All Confidential Information shall be the sole property of the KPOGCL. The Consultant hereby agrees not to disclose said data, information, and any interpretations thereof, or data derived there from or any information relating to KPOGCL’s facilities, installations and operations etc. to unauthorized parties or person. Non-Compliance of these provisions may lead to termination of the Contract.

- b) The Consultant further undertakes that it shall not, except with the prior written consent of the KPOGCL:

- i. Make any reference public, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - i. The Contract or its terms and conditions;
 - ii. The nature or extent of Services carried out by the Consultant;
 - iii. The method, materials, or equipment used and personnel employed; or
 - iv. Any other Client information in the possession of the Consultant.
 - ii. Disclose or convey any of the matters or information referred to in (i) above to any employees of the Consultant not directly concerned with the Contract.
- c) The Consultant shall sign a Non-Disclosure Agreement (NDA) with KPOGCL.

20. DISPUTE RESOLUTION

If any dispute difference or disagreement of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement or related to the relationship between the parties by virtue of this agreement, the disputing parties shall attempt to settle such dispute in the first instance within thirty (30) days by mutual discussions and conciliation.

In case the disputing parties fail to reach amicable solution by mutual discussions and conciliation, the dispute shall be referred to Chief Secretary, Government of Khyber Pakhtunkhwa and MD/CEO/ Senior Partner of the Consultant who shall jointly have the authority to resolve the dispute.

If the dispute remains unresolved then Arbitration of Sole Arbitrator to be mutually appointed by the parties and the provisions of Arbitration Act 1940 or any statutory modification thereof the time being in force shall apply accordingly. Arbitration shall be condition precedent before any legal proceedings or suit in a Court of Law in Peshawar Courts.

21. NO OBLIGATION

This request for proposal does not obligate the Client to award a contract or complete the process, and the Client reserves the right to cancel the solicitation if it is considered to be

in its best interest. The Client further reserves right to reject one or all proposals before opening of bids, extend any deadlines or require for additional information without assigning any reason whatsoever.

22. DISCLAIMER BY KPOGCL

This Disclaimer is pertinent to this Document for potential stakeholders.

The information forecast analysis, assumptions and opinions contained herein have been compiled or arrived at solely based on information obtained from publicly available information. Such information has not been independently verified and no guarantee, representation or warranty, expressed or implied is made as to its accuracy, completeness or correctness. Nothing contained in this Document is, or shall be relied upon as, a promise or representation by KPOGCL. All such information is subject to change without notice and such changes could be due to unforeseen circumstances. This Document is for information purposes only and does not purport to be a complete description of the subject matter referenced to herein.

Any estimate, projection, opinion, forecast, analysis and valuation contained in this Document involves significant elements of subjective judgment and analysis, which may or may not be correct. No representation is made that any estimate, projection or forecast will be achieved. The actual future events may vary significantly from the estimates, projections, forecasts or valuation and each estimate, projection, forecast or valuation is based on a number of assumptions and is subject to matters which are outside the control of KPOGCL.

Accordingly, KPOGCL shall not be liable for any loss or damage whatsoever arising as a result of any person acting or refraining from acting in reliance or any information, forecast analysis and opinion contained herein.

The recipients of this Document are expected to carry out their own independent evaluations on the transaction contemplated herein taking into consideration macro-economic variables and other relevant conditions. Further, the recipients of this Document are advised to obtain independent tax, legal, accounting & alike opinions prior to making any decision.

ANNEXURE- A

Declaration by an authorized signatory of the Bidder

I (Name)_____

(Designation)_____

(Firm's Name)_____

1. I am an authorized signatory of the Bidding Firm, mentioned in the Technical and Financial proposal and above, I attest that I am competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender document and undertake to abide by them;
3. The information/documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge and belief. I/we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.
4. I/we understand that Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) may require further information and we will duly provide that information in the time stipulated by KPOGCL, and that any non-supply of such information would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full name:_____

Date: _____

Seal:_____

NOTE: Please attach the above DECLARATION to the Technical Proposal of this Tender document.

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)**
3rd Floor, Ali Towers, Opposite Customs House, University Road,
Peshawar, Khyber Pakhtunkhwa, Pakistan.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **DEVELOPMENT OF A BUSINESS STRATEGY INCLUDING FEASIBILITY OF LPG MARKETING & DISTRIBUTION** in accordance with your Request for Proposal dated: _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the timeline indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]': _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

Provide here a brief (two Pages) description of the background of your organization .

KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED

(KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283 Fax: - +92 91-9216295



B - Consultant's Experience

Using the format below, provide information on each assignment for which your firm was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 Pages maximum.

Assignment name:	Approx. value of the contract (PKR)
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your organization under the contract
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED

(KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283 Fax: - +92 91-9216295



Form TECH-2C. Team Composition and Task Assignments

Professional Staff				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned



FORM TECH-3. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



FORM TECH-4. CURRICULUM VITAE (CV) OF PROPOSED PROFESSIONAL STAFF

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____
2. Name of Firm [*Insert name of firm proposing the staff*]: _____
3. Name of Staff [*Insert full name*]: _____
4. _____ Date _____ of _____ Birth:
_____ Nationality: _____
5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. Membership of Professional Associations: _____
7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____
9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*]: _____

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED

(KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283 Fax: - +92 91-9216295



11. Detailed Tasks Assigned [List all tasks to be Performed under this assignment]	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: PE:
	Main project features: Positions held:
	Activities Performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: