



**KHYBER PAKHTUNKHWA OIL AND GAS COMPANY
LIMITED
(KPOGCL)**



(KP Government Fully Owned & Provincial Holding Company)

REQUEST FOR PROPOSAL (RFP)

HIRING OF SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL

Tender No. KPOGCL/Tender/558/2020

Bid Submission Time/Date: 11:00.AM-12- Jan- 2021

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

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BASIC DATA SHEET

1	<p>Name of the Assignment: “HIRING OF SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL”.</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</p> <p>Fax: - +92 91-9216295</p>
2	The method of selection: Quality and Cost Based Selection (QCBS)
3	Contract Duration: Contract will be awarded for One (01) year which may be extended on mutually agreed terms & conditions for another term of 01 year on same price subject to satisfactory performance by the vendor and principal approval by the competent authority for contract extension.
4	Financial Proposal to be submitted along with Technical Proposal: Yes
5	<p>The Proposal submission address is: KPOGCL Head Office 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: 12-Jan-2021, 11:00 AM</p>
6	Pre-Bid Meeting to be held at KPOGCL Head Office on 30-Dec-2020 at 11: 30 AM
7	Proposals validity: 90 days after Bid opening
8	<p>Clarifications/ Queries if any may be reach no later than 10 days before the submission date.</p> <p>The emails for any clarifications are: E-mail: tariq.scm@kpoqcl.com.pk cc: ceo@kpoqcl.com.pk,</p>
9	02% Bid Bond & 10% Performance guarantee
10	The format of the Technical Proposal to be submitted is: Form Tech-1, Form Tech 2, & Form Tech-3, Tech-4. Format attached with RFP
11	Consultants to submit the cost in National Currency i.e. PKR only.
12	The Consultant must submit 01 original and 02 hard copies of the Technical Proposal along with soft copy and 01 original of the Financial Proposal.
13	Language of the Proposal: English

INVITATION TO BID

Hiring Of Service Provider for Skilled/Unskilled Staff at Khyber Pakhtunkhwa Oil & Gas Company Limited

1. The Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) intends to hire the services of Service Provider for provision of human resources in various support services that including Security Guard, Cleaners, Drivers, Naib Qasid, Aya & Janitorial/House Keeping staff, Cook, Electrician, Plumber, Carpenter etc.
2. Sealed proposals are invited from firms registered with Sales Tax, Income Tax Authorities including KP-Revenue Authority and Security Exchange Commission of Pakistan (SECP).
3. The system of selection shall be Quality & Cost Base Selection (QCBS) under Rule 23 of KPPRA Procurement Rules whereas the method of procurement shall be Single Stage-Two Envelopes comprising a single package containing two envelopes separately sealed Technical & Financial Proposals clearly marked in bold & legible letters.
4. Bid Solicitation Document containing complete details relating to eligibility criteria, Scope, Terms of Reference, Evaluation Criteria along with other related Terms & Conditions can be obtained from KPOGCL/KPPRA Website.
5. A pre bid conference will be held on 30-Dec-2020, at 11:30 AM, at Conference Room of KPOGCL, Peshawar.
6. The bids shall reach to the office of the undersigned through registered Dak or Courier Services or by hand through acknowledgement receipt on or before 12-Jan-2021 at 11:00 AM. The bids shall be opened on the same day by the Evaluation Committee in the presence of representatives of the bidders who choose to attend at 11:30 AM, bid submitted after due date & time shall be treated as non-responsive.
7. The undersigned reserves the right to reject any or all the bids as per provisions contained in KPPRA Procurement Rules 2014.

SECTION 1- INSTRUCTIONS TO BIDDERS

1. PURPOSE OF RFP

The Employer hereby requests the services of a company to provide Human Resource (skilled & unskilled) for “Human Resource Services for KPOGCL Office & Field as per “Required Services” attached.

2. BACKGROUND & INTRODUCTION

The Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) is a Public Limited Company (Limited by Shares) formed under Section-15 of the Companies Ordinance 1984 (now Section-14 of the Companies Act 2017) registered with Securities & Exchange Commission of Pakistan (SECP) through its Memorandum of Association dated 4th February 2013. It's all shares (100%) are owned and controlled by Government of Khyber Pakhtunkhwa (GoKP) through Energy & Power (E&P) Department. The Government of KP being 100% shareholder appoints all directors on the Board of Directors KPOGCL.

3. TERM OF REFERENCE / SCOPE OF WORK

KPOGCL requires the services of skilled/unskilled personnel for different departments of KPOGCL. Bidders should fill in Table-3 given below including Security Guard, Cleaners, Drivers, Naib Qasid, Aya & Janitorial/House Keeping staff etc.

3.1 GENERAL REQUIREMENTS:

The Service Provider shall:

- a) Unless directed by the Client, continue the Services uninterruptedly despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental);
- b) Ensure that it has proper permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform the Services;
- c) Ensure compliance with all the Applicable Laws, Rules and Regulations (including the one prescribed by the Client), which are applicable to the Service Provider or personnel, deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation;

- d) Be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and confidential Information. Neither the Service Provider nor any of his employees/agents shall discuss nor disclose verbally or in writing any information regarding the internal operations of the Client with any uninvolved persons or agencies without prior written approval from the Client;
- e) Be liable to liquidated damages/replacement cost for any loss incurred or suffered/any damage caused to movable or immovable property of the Client, because of negligence, delayed, deficient or inadequate Services;
- f) Carry out the work in a professional manner and to the satisfaction of the Client and will perform all services employing skillful and qualified staff.
- g) The number of positions may increase or decrease with passage of time & as per requirements of the company.
- h) Following award the selected Service Provider will provide complete files regarding the staff provided to the Authority, that shall include, NADRA verified copy of CNIC, educational certificate and experience certificates, photographs, **Police clearance certificate**.
- i) KPOGCL requires that the hired firm / agency provides professional, objective, impartial services and at all times holds the KPOGCL's interests paramount, without any consideration for future work.

3.2 SPECIFIC REQUIREMENTS:

The selected Service Provider will be responsible for the following activities:

- a) The Service Provider shall provide the required Support Services as specified and described in section 3.3 below.
- b) The Service Provider will ensure to provide uninterrupted services in a timely manner.
- c) The Service Provider at its end shall maintain sufficient record of its employees to be deployed at KPOGCL premises.
- d) The Service Provider will indemnify KPOGCL from all kinds of legal, security and financial losses that may arise due to any non-compliance by the service provider.
- e) The Service Provider will have to bear overall responsibility of its personnel.

- f) The Service Provider would be liable to all kind of damages caused due to leakage of any information and misplacement of any paper, record or file etc. whatsoever by their deployed personnel.
- g) The Service Provider will sufficiently supervise his employees; manage all the matters with regard to communication of orders (verbally or in writing as deemed suitable).
- h) The Service Provider will depute its personnel in such a manner as to ensure that at any time during office hours, all the tasks must effectively be completed, without any complaint and delay.
- i) Deploy such employees of the Service Provider who are competent, and bearing good moral character as necessary for carrying out his services under the contract. The Service Provider shall be responsible for paying wages to his employees in timely manner, exercise supervisory and administrative control over them, terminate or take disciplinary action against them as deemed necessary. It shall be clearly understood that the Service Providers employees deployed by the Service Provider shall neither have any employment relationship or employment nexus with KPOGCL in any form whatsoever and KPOGCL shall not take any responsibility whatsoever.
- j) Ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the Authority against any claims with regards to above.
- k) Obtaining all permits, NOCs, Licenses, certificates or registrations etc. that must be required to perform the services under this contract.
- l) The Service Provider shall provide KPOGCL the information about its working practices, materials and shall operate in a manner which does not compromise KPOGCL's security or environment standards and applicable labor laws.
- m) The Service Provider shall certify in writing that Service Provider's employees are fully trained to render services safely and shall ensure that they understand all risk and hazards associated with the services. The Service Provider shall keep record of such trainings.
- n) In case of any exigency, the Service Provider shall have to arrange and provide the additional manpower on written or verbal request of the client at any time. The client shall make additional payment to the contractor on pro-rata basis.

- o) Ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons for the provision of the Services.
- p) Immediately inform the Client, in case of hiring and firing of its deputed staff during the contract period;
- q) Be responsible for providing the benefits as per applicable labor laws.
- r) Ensure that his employed personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene;
- s) Ensure that all the personnel assigned must be punctual (to maintain timely attendance as directed by the client time to time), physically fit, in good health, without physical/mental abnormalities which could interfere with the performance of his/her duties;
- t) Agree to remove/replace/dis-engage from the services, whenever required to do so by the Client, any employee considered by the Client to be unsatisfactory or undesirable, within the limits of any applicable scope;
- u) Not at any time do, cause or permit any nuisance at the office or perform any act, which shall cause unnecessary disturbances or inconvenience to the Client's staff and visitors in the building.
- v) Ensure that his personnel have appropriate identification. The identification shall include display of valid company ID, containing a picture of the staff, at all times while in the facility.
- w) Maintain all records in connection with the duties and responsibilities of its Personnel.

3.3 PERSONNEL REQUIREMENT:

The below requirements specifies the total number of personnel required for the Services. The number of staff may be increased/decreased during performance of the contract as per actual on pro-rata basis. The staff engaged shall have required technical/professional capabilities to dispense of with his/her responsibilities under the contract.

a) Services: Security Guard:

Positions required (tentative):	10
Education and Experience:	Middle/Literate/retired from forces
Age Limit:	up to 50 years
Location:	Head office or field

Scope of Work:

- i. Protecting company's property and staff by maintaining a safe and secure environment.
- ii. Observing for signs of crime or disorder and investigate disturbances
- iii. Take accurate notes of unusual occurrences
- iv. Report in detail any suspicious incidents
- v. To be present as per schedule provided by the KPRA for security duty during office hours and at night time for intended functions.
- vi. To perform all intended functions as per Security SOPs in the Authority.
- vii. Any other duty assigned in the Authority.

b) Naib Qasid

Positions Required (Tentative): 08
Education and Experience: Literate
Age Limit: up to 35 years
Location: Head office or field

Scope of Work:

- i. Responsible for handling all kitchen matters (making tea, washing crockery Towels etc.,and cleaning kitchen).
- ii. Responsible for dusting office furniture.
- iii. Responsible to bring lunch, mineral water and other things as per requirement for all the staff from market.
- iv. Responsible for operations of UPS, Generator and other relevant tasks.
- v. Responsible to post letters to the post office/line departments.
- vi. Responsible for the running maintenance of Motor Bike.
- vii. Ensuring that all officers are appropriately served in terms of supplying eatables, water, tea and drinks.
- viii. Stacking files and documents in racks/ cabinets.
- ix. Timely provision of support in movement file/ dak/ official letters from one division to other divisions of the department or to any place within the premises of KPOGCL.
- x. Stamping of documents/ vouchers, as required.
- xi. Proper support services for meeting rooms/ halls.
- xii. Movement of record from record room to any place within the premises of KPOGCL and other regional offices of KPOGCL.
- xiii. Laminate, photocopy and bind documents as required.
- xiv. Services will begin 30 minutes before normal timing of KPOGCL till close of business.
- xv. Ensure strict confidentiality will be maintained while rendering such services.
- xvi. Any other duty assigned in the Authority

c) Services: Cleaners/Janitors:

Positions Required (tentative): 06
Age Limit: Up to 50 years
Location: Head office or field

Scope of Work:

- i. Cleaning the designated facility areas (dusting, sweeping, vacuuming, mopping, cleaning ceiling vents, restroom cleaning etc).
- ii. Ensure office building, washrooms, parking and the premises of KPOGCL stays clean and hygienic.
- iii. Dispose of trash in safe, effective, and environmentally friendly ways.
- iv. Must be able to lift heavy trash cans, furniture, electronics, metal and plastic containers, trash bags, and bulky packaging.
- v. Able to follow departmental policies and procedures.
- vi. Assist with various odd/end jobs as assigned by the manager and or supervisor.
- vii. Any other duty assigned in the Authority.

d) Services: Drivers:

Positions Required (tentative): 10
Education and Experience: Middle valid driving license with Experience 3 Years
Age Limit: not more than 45 years
Location: Head office or field
Additional Requirements: Must have good eyesight with perfect medical/physical condition and should not be drug addict. For verification eyesight test is mandatory.

Scope of Work:

- i. Performing official duty with officers/delegation/staff/guests etc by driving to their desired destinations.
- ii. Operate assigned vehicle in a safe and courteous manner.
- iii. Keep the assigned vehicle(s) clean inside and outside.
- iv. Maintain accurate, up to date records on log book, vehicle maintenance, fuel record, accident reports, vehicle condition reports and other records that is required from management.
- v. Coordinate the schedule for major or periodic vehicle maintenance with management to minimize service interruptions.
- vi. Must maintain confidentiality.
- vii. Any other duty assigned in the Authority

e) Services: Aya/Day care service:

Positions Required (tentative): 02
Education and Experience: Any health related diploma with 3 years' experience
Age Limit: Not more than 40 years
Location: Head office

Scope of Work:

- i. Maintaining a safe workplace by monitoring children for health, behavioral, and emotional issues and reporting concerns to staff and parents.
- ii. Ensuring children are learning positive behaviors and providing guidance or approved discipline, as needed.

- iii. Providing care for children, such as setting schedule and routines, grooming, feeding and cleaning rooms.

f) Services: Cook:

Positions Required (tentative): 04
Education and Experience: Middle/Literate with 3 years of relevant experience or retired from forces
Age Limit: Not more than 40 years/for retired from forces 50 years
Location: Head office

Scope of Work:

1. Prepare Breakfast, lunch and dinner for the staff/heads as per specifications by the management.
2. Preparing meals for official guests.
3. Maintenance and cleanliness of kitchen
4. Ensuring hygiene of food

g) Services: Electrician:

Positions Required (tentative): 02
Education and Experience: Matric/Diploma in electrical with 3 years of relevant experience
Age Limit: Not more than 40 years
Location: Head office

Scope of Work:

1. Install, maintain and repair electrical control, wiring, and lighting systems.
2. Perform general electrical maintenance
3. Inspect transformers and circuit breakers and other electrical components
4. Any other duty assigned by the management.

h) Services: Plumber:

Positions Required (tentative): 02
Education and Experience: Middle/Literate with 3 years of relevant experience
Age Limit: Not more than 40 years
Location: Head office

Scope of Work:

1. Install, repair, and maintain pipes, valves, fittings, drainage systems, and fixtures.
2. Cleaning Sewer Lines
3. Installing Appliances like Refrigerators, Dishwashers, **Water** Softeners, and **Water** Heaters.
4. Any other relevant duty assigned by the management.

i) **Services: Carpenter:**

Positions Required (tentative): 02

Education and Experience: Middle/Literate with 3 years of relevant experience

Age Limit: Not more than 40 years

Location: Head office

Scope of Work:

1. Builds or repairs cabinets, doors, frameworks, floors, or other wooden fixtures used in buildings, using woodworking machines, hand tools, or power tools.
2. Assembles and fastens materials to make frameworks or props.
3. Any other relevant duty assigned by the management.

4. 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 the **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,

CEO-KPOGCL

5. MANDATORY REQUIREMENTS

Table 1: Checklist for Consultants. Documentary Proof must be attached. Otherwise bid will be considered non-responsive.

S. No.	Documentary Proof Requirements	Yes	No
1	Company's profile describing company name, address, phone, fax, e-mail address, staff/human resource, List of previous/existing clients, list of equipment, etc. (Attach company profile)		
2	Proof of Incorporation/registration with Security & Exchange Commission of Pakistan or registrar of firms having minimum three (03) years of establishment.		
3	Registered with FBR and on Active Tax Payer List (ATL) (Attach certificate);		
4	Registered with Khyber Pakhtunkhwa Provincial Revenue Authority (KPRA) in sale tax on services (Attach certificate);		
5	Company/firm is not blacklisted by any public or private entity (Attach statement on oath/affidavit to the effect);		
6	Proof of EOBI registrations of the company		
7	Proof of Social security Registration of the company		
8	Last Three (03) Year Audit Report		

6. 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 50% and 50% 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 the 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- SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL**. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL- SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL**. Both the envelopes should then be placed in one large envelope clearly marked name as: **“Tender No- 558-HIRING OF SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL”** and dropped in a box kept at KPOGCL Head Office. Alternatively, Proposal may also be sent to KPOGCL Head Office 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 the delayed arrival of the bid.
- g) 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 the contract award, without incurring any liability to the bidders or giving any reason.
- h) The last date for submitting queries/ clarifications is **12-Jan-2021 at 11:00 AM**.
- i) The Consultant shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- j) 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 the proposal.
- k) Quality Assurance Guidelines**

The service shall be of the 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 a breach of contract and shall entitle KPOGCL to terminate the contract.

7. TECHNICAL EVALUATION CRITERIA (TEC)

- a) The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information shall be declared as non-responsive. Only those proposals will be considered, which responded 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 the opening of their financial bids. Bidders scoring under 30 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). The 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 may fill in and circle the last column of Table-2 given below; however, KPOGCL shall do its evaluation for the final award of the Contract. Table-2 filled by the bidders shall not be binding on KPOGCL.

Table: 2. Criteria for Technical Evaluation

Note: Documentary Evidence/Proof must be attached. Otherwise bid will be considered non-responsive.

S. No.	Technical Evaluation Criteria	Marking	
		Total Marks	Obtained Marks
1	Number of Consultant relevant HR Staff (with recruitment experience) to handle hiring/recruitment. Firm MUST provide evidence; list of relevant HR staff on company's letter head (KPOGCL may verify the facts through internal or external sources or may ask additional information if required.) Calculation Criteria: 1-10 resources =15 marks , 11-20+ resources = 30 marks	30	
2	Year of Establishment of the firm (01 mark for each year)	10	
3	Specific Experience of the Firm/Agency in Providing Human Resources of similar type/nature completed, 02 marks for each completed project	10	
4	General Experience of the Firm/Agency in providing human resources to the government institutions during last 5 years , 03 marks for each project)	15	
5	Overall Annual Turnover during last 05 years (Up to 10 Million: 05 marks, Above 10 Million: 10 marks	10	
6	Fully functional Offices (Peshawar/Islamabad= 10 Marks, Any other city = 05 Marks).	10	
7	Proposed Methodology (Understanding of the TORs and Mode of Execution: A descriptive analysis on methodology) Fair= 05 Marks Good= 10 Marks Excellent= 15 Marks	15	
Total Marks		100	

8. FINANCIAL EVALUATION CRITERIA (FEC)

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

Table:3 Inclusive of all taxes and/or other cost (if any)

Sr. No	Post	Head Count	Per month Per Head Cost	Per month Total Head Count Cost	Annual Total Head Count Cost
1	Security Guard	10			
2	Naib Qasid	08			
3	Cleaners	06			
4	Drivers	10			
5	Aya/Day care service	02			
6	Cook	04			
7	Electrician	02			
8	Plumber	02			
9	Carpenter	02			
Total		46			

- a) All taxes (Federal and Provincial) applicable at the time of payment will be deducted as per prevailing applicable laws. In the case of WHT Exemption, provide a certificate or Government SRO, as the case may be. Likewise, in the case of KPST Exemption/percentage differentiation, provide a certificate or Government SRO, as the case may be.
- b) 02% bid bond shall be placed in the Financial Proposal envelope and NOT in the Technical Proposal Envelope. Including 02% bid bond in the Technical Proposal shall cause rejection of the Bid. An affidavit must accompany the Technical Proposal that a 02% Bid Bond has been given to the bidder without mentioning price.
- c) The 02% Bid Bond, CDR from any of these banks/corresponding banks (ABL, MCB, HBL, Askari, UBL, Al Faysal, Meezan, Standard Chartered, NPB, BOK or DIB) shall

accompany the Financial Proposal. The Bank Guarantee will be issued by Bank in accordance with the format as per Annexure-B of the tender Documents. The Bid Bond must not accompany the Technical Proposal, instead it should be in the same envelop with the FINANCIAL BID.

- d) Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to KPOGCL, the Bank Guarantee/Performance Bond for an amount equivalent to 10% of contract value. Annexure-C
- e) The Bank Guarantee/Performance bond shall remain valid and in full force and effect during validity of the contract.
- f) The validity of Bank Guarantee/Performance Bond shall be extended by the Bidder if the completion of contract is delayed.
- g) The cost incurred for establishing the Bank Guarantee/Performance Bond or any extension thereof shall be to the account of the Bidder.
- h) The Bank Guarantee/Performance Bond will be discharged after completion of the contract.
- i) The lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100. The financial bids will be evaluated for the respective bidders as follows:

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

Where:

FM=Financial Marks

FL=Lowest financial bid

F=Cost of the proposal under consideration

9. PAYMENT SCHEDULE

The payment against the invoice shall be made upon satisfactorily services and its acceptability as per Final Contract within 30 days of receiving of the Invoice. Moreover, all payments shall be made in PKR only.

10. 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:

$TM \times 0.5 = TTM$

$FM \times 0.5 = TFM$

$GT = TTM + TFM$

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.

11. GENERAL CONDITIONS

- a) All procedure, evaluations shall be according to KPPRA Act & Rules.
- b) The competing firms should be listed with Sales Tax and Income Tax Authorities
- c) Bids are liable to be rejected if they are not conforming to the terms, conditions and specifications stipulated in the BID Solicitation Documents.
- d) KPOGCL does not take any responsibility for delayed arrival of the bid.
- e) The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANCY FIRM (ANNEXURE-A) of this RFP should be duly signed and attached with the Technical Proposal Forms.
- f) Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- g) The firm should be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) following KPPRA Rule 37(A).
- h) From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- i) Technical Committee of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- j) KPOGCL reserves the right to cancel or rejected all bids/ proposals at any time prior to its acceptance as per KPPRA Rule 47(1).

- k) All queries must be sent to:
HOD SCM,
Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)
3rd Floor, Ali Towers, Opposite Customs House,
University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.
E-mail: tariq.scm@kpogcl.com.pk
Cell: +92 333-1518390
CC- ceo@kpogcl.com.pk,
Cell: +92 0300-9702333
- l) 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. Only Single proposal shall be accepted.
- m) The effective date of the contract will be the same as the contract signing date.

12. 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 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 affect 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.

13. 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.

14. PROPOSAL VALIDITY

The proposals shall remain valid for **Ninety (90)** days after the deadline for submission of Proposals. During this period, Bidders shall ensure the availability of Professional staff nominated in the Proposal. KPOGCL will make its best effort to complete negotiations, if any, within this period. If the 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 will then be considered in the final evaluation for the contract award.

15. PROPOSALS INSTRUCTIONS

All proposals must be sent at the following address:

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 the above address not later than **11:00 AM**, on **12-Jan- 2021**.

Pre-Bid Meeting

Pre bid meeting will be held at KPOGCL's Head Office on **30-Dec-2020** at 11:30 AM.

Note- if Pre-Bid Meeting/ Tender Opening dates falls on public holidays then next working day will be considered.

16. LANGUAGE, PREPARATION OF PROPOSAL

- a) The Proposal and correspondence exchanged by the Consultant and KPOGCL shall be written in the English language.
- b) 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.

17. 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 anyone 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 therefrom or any information relating to KPOGCL's facilities, installations and operations etc. to unauthorized parties or persons. Non-Compliance of these provisions may lead to the 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.

18. 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 an amicable solution by mutual discussions and conciliation, the dispute shall be referred to Chief Secretary, Government of Khyber Pakhtunkhwa, Energy & Power Department 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. The arbitration shall be condition precedent before any legal proceedings or suit in a Court of Law in Peshawar Courts.

19. 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 the opening of bids, extend any deadlines, or require additional information without assigning any reason whatsoever.

20. 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 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 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 several 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 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 before making any decision.

SECTION-2- STANDARD FORMS

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 will 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 will lead to rejection of this bid at any stage besides liabilities towards prosecution under an appropriate law.

Signature of authorized person

Full name:_____

Date: _____

Seal:_____

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

ANNEXURE -B

BID BOND

KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)

3rd Floor, Ali Tower, Opposite Custom House, Main University Road,
Peshawar, Pakistan.

Guarantee No.....
Date of expiry Amount.....

Dear Sir,

In consideration of M/s.....

herein after called "THE BIDDER" having submitted the accompanying Bid with reference to Tender number: KPOGCL/Tender/558/2020 and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

To make unconditional, immediate and forthwith payment of the sum ofupon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 90 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.

No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

**Yours faithfully,
(BANKERS)**

**ANNEXURE-C
PERFORMANCE GUARANTEE**

KP Oil & Gas Company Limited,
KPOGCL House, Ali Tower,
University Road, Peshawar.

Guarantee No.....
Date of issue
Date of expiry

Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of _____ on Account of _____ Amount of _____ Contract/Job _____ In consideration of you having entered into contract No _____ Dated _____ with _____ called Contractor and in consideration of value received from CONTRACTOR, we hereby agree and undertake as follows:

1. To make unconditional, immediate and forthwith payment to you as called upon of an amount (equivalent to 10% of total contract value in Pak Rupees following KPPRA Rule 20,21) on your written FIRST and SIMPLE demand without further recourse, question, query, deferment, contestation or reference to CONTRACTOR or any other person, in the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations liabilities, responsibilities under the said Contract of which you shall be the sole and absolute judge.
2. To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default or breach as aforesaid on the part of CONTRACTOR and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.
3. To keep this Guarantee in full force and effect from the date hereof until..... from the date of contract execution / mobilization Notice.
4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.
5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.
6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

7. The Guarantor Bank warrants and represents that it is fully authorized empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank

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 **HIRING OF SERVICE PROVIDER FOR OUTSOURCING HUMAN RESOURCE (SKILLED/UNSKILLED) AT KPOGCL** 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 based on 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.



(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 the 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:



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Form TECH-2 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, the 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 will 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 an understanding of the TOR and the 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 the 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 the 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)

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

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

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

Full name of the authorized representative: