



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
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

**FINDING RIGHT TALENT FOR
DOING THE UNDOABLE**

KPOGCL

REQUEST FOR PROPOSAL (RFP)

FOR

**RECRUITMENT/EXECUTIVE SEARCH
SERVICES**

**INTERNATIONAL/LOCAL
RENOWNED COMPANIES**

TENDER NO: KPOGCL/RFP/436/2017

Bid Submission Time/Date : 1100hrs, 6th July, 2017



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TENDER NO: KPOGCL/TENDER/436/2017

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REQUEST FOR PROPOSAL (RFP) FOR RECRUITMENT/EXECUTIVE SEARCH SERVICES

1. INTRODUCTION:

To support its recruitment and selection function and to ensure the availability of high quality talent for its various operational areas, KPOGCL (Khyber Pakhtunkhwa Oil & Gas Company Limited) intends to engage the services of qualified Executive Search firms. For the said purpose, interested Recruitment/Executive Search firms are invited to furnish information for providing Executive Search services in the following broad areas to KPOGCL:

- i. Exploration (Prospect Generation, Field Geology, Development Geology, Seismic Data Acquisition, Data Processing, Interpretation etc.)
- ii. Well Planning, Drilling etc.
- iii. Production (Reservoir Engineering)
- iv. Engineering (Technical, Operations, Engineering, etc.)
- v. Information Technology
- vi. Business Development
- vii. Legal
- viii. Company Secretarial Services
- ix. General Management
- x. Program Management Office
- xi. Supply Chain Management (Administration, Procurement, Logistics)
- xii. Administration
- xiii. Finance (Accounting, Financial/Business Analysis, Treasury, Tax, Insurance, Audit, Risk Management etc.)
- xiv. Human Resource (HR)



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- xv. Corporate Affairs
- xvi. Marketing
- xvii. Others (As required)

2. PREAMBLE:

KPOGCL, the organization has already embarked on a challenging Vision journey and is in the process of hiring quality professionals from national and international sources to fast track implementation of its Vision & Mission.

3. TORs & DELIVERABLES:

The selected firms shall be responsible for the following:

- 3.1 Provide professionals with academic qualification, experience, competencies, skills mix as per requirements given by KPOGCL.
- 3.2 Negotiate salary, allowances and perquisites in consultation with HR Department of KPOGCL with the potential/selected candidates based on standard appointment letter provided by HR Department, KPOGCL.

4. INFORMATION REQUIRED WITH TECHNICAL BID

The interested firms are required to furnish the required information Technical Bid FORM 1, as follows on their letterheads:

- 4.1. Name of the organization with addresses, phone, cell, E mail & fax numbers.
- 4.2. Legal status i.e. Partnership/ Public or Private Limited Company/ Consortium with the name and addresses of Proprietor/ Partner(s)/ Director(s)/CEO and top management.
- 4.3. Affiliation with International Agency/ institution (if any).



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- 4.4. Sales Tax Registration STN, National Tax Number NTN and Provincial Sales Tax Numbers
- 4.5. Copies of incorporation certificate.
- 4.6. Detailed experience document on previous/ current corporate clientele with references of HR person dealt with (email & contact number) and positions filled (designations and job title).
- 4.7. CV of CEO and two other top management partners/employees.
- 4.8. History of litigations (if any).
- 4.9. Additional information (if any).

5. Blank

6. SELECTION CRITERIA:

- 6.1 Selection of the Executive Search Firm will be made in accordance with the procedure of Quality and Cost Based Selection (QCBS) method.
- 6.2 KPOGCL follows KPPRA Act & Rules/Amended. See www.kppra.gov.pk
- 6.3 A weightage of 60% will be given to Technical Marks (TM) while weightage of 40% to be given to Financial Marks (FM).

7. TECHNICAL CRITERIA

- 7.1. The Technical Proposal shall not include any Financial Information. A Technical Proposal containing financial information will be declared not valid.
- 7.2. The Bidders to fill in Technical Proposal in Form 1.
- 7.3. The Bidders to include information stated in Para 4/above.
- 7.4. The Technical Evaluation criteria is given in Form 1 below:
- 7.5. Bidders fulfilling the technical criteria with at least aggregate 60% marks shall be considered to have qualified.
- 7.6. Bidders to circle appropriate number in the last column of Form 1.



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- 7.7. Bidders to avoid any over writing/dual circles.
- 7.8. Over writing and dual circles shall make the bid invalid.
- 7.9. No Bid Bond is required.

FORM 1

| S.No. | Evaluation Criteria | Total Weightage (100%) |
|-------|--|---|
| 1 | Past relevant experience of providing Executive Search services to Oil & Gas Exploration & Production Companies. 5 points for each experience with Oil & Gas Exploration & Production Companies. | <u>S.#-Companies- Pts</u> 1. 1 05 2. 2 10 3. 3 15 4. 4 20 5. 5 25 6. 6 30 |
| 2 | Provided similar services to public sector Oil & Gas Exploration & Production companies. 4 points for each 5 years of experience. | <u>S.# Yrs Pts</u> 1. 5 05 2. 10 10 3. 15 15 4. 20 20 |
| 3 | No. of Manager and up level positions filled in last 5 years in the Oil & Gas Exploration and Production sector. Each 2 position equals 05 point. | <u>S.# Positions Pts</u> 1. 2 05 2. 4 10 3. 6 15 |



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| | | 4. 8 20 | | | | | | | | | | | | | | | |
|-----|--|---|-----|-----------|-----|----|----|----|----|----|----|----|----|----|----|----|----|
| | | 5. 10 25 | | | | | | | | | | | | | | | |
| | | 6. 15 30 | | | | | | | | | | | | | | | |
| 4 | No. of Positions filled in Listed Oil & Gas Exploration & Production companies during the last 2 years. Each 5 position equals 05 point. | <table border="1"><thead><tr><th>S.#</th><th>Positions</th><th>Pts</th></tr></thead><tbody><tr><td>1.</td><td>02</td><td>05</td></tr><tr><td>2.</td><td>04</td><td>10</td></tr><tr><td>3.</td><td>06</td><td>15</td></tr><tr><td>4.</td><td>08</td><td>20</td></tr></tbody></table> | S.# | Positions | Pts | 1. | 02 | 05 | 2. | 04 | 10 | 3. | 06 | 15 | 4. | 08 | 20 |
| S.# | Positions | Pts | | | | | | | | | | | | | | | |
| 1. | 02 | 05 | | | | | | | | | | | | | | | |
| 2. | 04 | 10 | | | | | | | | | | | | | | | |
| 3. | 06 | 15 | | | | | | | | | | | | | | | |
| 4. | 08 | 20 | | | | | | | | | | | | | | | |
| | Total Maximum Points Technical Marks | 100 | | | | | | | | | | | | | | | |
| | Total Maximum Points Scored by the Bidder | | | | | | | | | | | | | | | | |

8. FINANCIAL PROPOSAL & CRITERIA

- 8.1. Financial proposal should be provided in the attached Financial Proposal Form 2.
- 8.2. The successful bidder will be subject to all admissible taxes, including Withholding Tax. The client shall pay the Provincial Sales Tax (PST) in full. Therefore, Bidder may not include PST in its bid.
- 8.3. The lowest evaluated Financial Proposal (FL) will be given the maximum financial score (Sf) of 100%.
- 8.4. The financial bid will be evaluated as follows: $FM = 100 \times FL / F$

Whereas:

FM = Financial Marks

FL = Lowest financial bid

F = Cost of the proposal under consideration



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9. FINAL EVALUATION CRITERIA:

9.1. The final evaluation will be based on the respective weightage assigned to Technical Criteria and Financial Criteria and the marks attained as follows:

$$\begin{aligned} \text{TM} \times 0.6 &= \text{TTM} \\ \frac{\text{FM} \times 0.4}{\text{GT}} &= \text{TFM} \\ \text{GT} &= \text{TTM} + \text{TFM} \end{aligned}$$

Where:

TM = Technical Marks
FM = Financial Marks
TTM = Total Technical Marks
TFM = Total Financial Marks
GT = Grand Total Marks

9.1A. A panel (maximum of 3) of Recruitment/Executive Search firms will be selected for award of contract based on total scores obtained after final evaluation. The Contract (Annex-B) shall be for 3 years. The ‘not lowest’ bidders will be asked to match the Lowest Bidder. In case 2nd & 3rd lowest bidders do not match the Lowest Bidder then the Client will ask the 4th and thereof bidders to match the Lowest Bidder in the order of lowest to highest bid

9.2. The Technical Proposal shall be placed in a sealed white envelope clearly marked “TECHNICAL PROPOSAL- PROPOSAL FOR EXECUTIVE SEARCH SERVICES”. Similarly, the Financial Proposal shall be placed in a sealed brown envelope clearly marked “FINANCIAL PROPOSAL - PROPOSAL FOR EXECUTIVE SEARCH SERVICES” followed by a warning “DO NOT OPEN THE TECHNICAL PROPOSAL.” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the RFP/Proposal non-responsive. Both the envelope should



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be then placed in One large envelope clearly marked “PROPOSAL FOR EXECUTIVE SEARCH SERVICES” and dropped in a box kept at KPOGCL Head Office 3rd Floor, Ali Tower, Opposite Custom House University Road, Peshawar Pakistan as per the time & date given for submission of bids. Alternatively, Proposal may also be sent to CEO, KPOGCL by means of courier, Pak Post, by hand etc. however, KPOGCL does not take any responsibility at all of its receipt and being delivered into the designated box. All three aforementioned envelopes must have the name, address, land line, cell and Fax number of the bidders.

- 9.3. The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE BIDDER as given in Annex-A of this RFP should be duly signed and attached with the Technical Proposal.
- 9.4. Any proposal not in the designated box after the deadline (date/time) for submission shall be returned unopened and shall not be part of the competitive bid.
- 9.5. Financial bids for the bidders qualifying the technical criteria will be opened on a **date communicated to the bidders who would qualify the Technical round.**
- 9.6. Bidders shall bear all costs associated with the preparation and submission of their proposals and contract signing. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the acceptance of the Proposals as per KPPRA Rule 47 (1)
- 9.7. From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client 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.



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- 9.8. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

10. CONFLICT OF INTEREST:

10.1. KPOGCL policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the interest of KPOGCL paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of KPOGCL. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. A Bidder (including its Personnel and Sub-Bidders) 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 RFP 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.

11. PROPOSAL SUBMISSION DEADLINE

Proposals to be submitted in sealed envelopes, Closing & Opening Date of the RFP as follows:

Closing Time & Date: 11:00 AM on 6th July, 2017:

Opening Time & Date: 11:30 AM on 6th July, 2017:

Proposals to be dispatch at:

Raziuddin (Razi)
Chief Executive Officer
Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)



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3rd Floor Opposite Custom House, University Road Peshawar Pakistan
E-mail: razi.ceo@kpogcl.com.pk cc: nouman.hr@kpogcl.com.pk
Cell no: +92 0333 5380240, +92 300 5001038
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12. For any clarification or information please call or Email:

Razi, CEO

Cell: +92 333 538 0204 Email: razi.ceo@kpogcl.com.pk

Nouman Akbar, DGM HR

Cell: +92 333 151 8391 Email: nouman.hr@kpogcl.com.pk

Muhammad Ikram, DGM (SCM)

Cell: +92 333 151 8390 Email: muhammad.ikram@kpogcl.com.pk

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13. FINANCIAL PROPOSAL FORM 2 (Fill and Attach with Financial Bid)

FORM 2

| | | Financial Bid | |
|------|--|--|---|
| S/No | | Required | Detail (to be filled in by the Bidders) |
| 1 | | Name of the Bidder/Consortium _____ | |
| 2 | | Consultant Fee: Fraction of One Monthly Basic Salary agreed with the Candidate | |

Note:

1. Fill FORM 2 on the basis of Clause 3.
2. All Taxes shall be deducted/levied as prevailing laws and regulations.
3. PST to be paid by the Client therefore, do not include in the Bid.
4. Consultant Fee shall be paid after the end of 3 months employment of the Candidate.
5. All payment shall be made in Pak Rupees and thru a Cross Cheque.



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14. Check list of Documents in the bid

| S.N | Description | Yes | No |
|-----|--|-----|----|
| 1 | NTN (Pakistan resident bidders) | | |
| 2 | Non-Pakistani bidders to provide Incorporation Certificate from their home country | | |
| 3 | Technical Bid Form 1 | | |
| 4 | Financial Bid Form 2 | | |
| 5 | Information requested in Para 4/above | | |
| 6 | Annex-A | | |
| 7 | Annex-B (initialed and stamped) | | |
| 8 | RFP (initialed and stamped) | | |



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Annex-A

DECLARATION BY AN AUTHORIZED SIGNATORY OF THE BIDDER/Consortium Only One person per the Bidder/Consortium

I, (Name) _____

(Designation) _____ of

(Firm's Name) _____

I am an authorized signatory of the Bidder Firm/Consortium, mentioned in the Technical (Form 1) and Financial (Form 2) proposals. 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 Number: **KPOGCL/TENER/436/2017**) and undertake to abide to them.

3. The information/ documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge. I am 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 understand that KPOGCL may require further information and I 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.

Signature of authorized person

Full name:

NIC/Passport:

Date:

Seal:

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY OF THE BIDDER to the Technical Proposal.



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Annex-B

CONTRACT FOR RECRUITMENT/EXECUTIVE SEARCH SERVICES

SERVICE CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between KPOGCL (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Executive Search Firm (“Consultant”) performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform Services as per RFP Clause 3.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

1.1. Includes all services and Deliverables mentioned in Clause 3 of the RFP.

2. Term

2.1. The Consultant shall perform the Services for 3 years commencing on *[insert start date]* and continuing through *[insert completion date]*.

3. Payment

3.1. Ceiling: For Consultancy Services rendered pursuant to Clause 1, the Client shall pay the Consultant an amount not to exceed *[insert fraction as per FORM 2]* fraction of Basic after 3 months of joining of the Candidate. This amount has been established based on the fact that it includes all of the Consultants costs, out of pocket expenses and profits as well as any applicable taxes, excluding PST.

3.2. Payment Conditions: Payment shall be made in PKR, following submission by the Consultant of invoices to KPOGCL after the execution of services of candidate after 3x months.



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4. PROJECT ADMINISTRATION:

- 4.1. KPOGCL designates Mr. Nouman Akbar, DGM HR Cell: _____ Email: _____ Address: 3rd Floor Ali Towers, Opposite Custom House University Road, Peshawar Pakistan as Client's Coordinator with the Consultant.
- 4.2. Consultant designates Mr/Ms [name, designation, Cell, land Line, Address] as Consultants Coordinator with the Client.

5. TERMINATION

5.1. By the Client

The Client may terminate this Contract, by not less than ten (10) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 5.1; or Thirty (30) days' in the case of the event referred to in paragraph (f):

- (a) If the Consultant do not remedy a failure in the performance of their obligations under the Contract, within ten (10) calendar days after being notified or within any further period as the Parties may subsequently agree upon in writing;
- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 hereof;
- (d) If the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Client comes to know to be false;



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- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of sixty (60) calendar days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

5.2. By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Sub-Clause 5.2:

- (a) if the Client fails to pay any dues to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 12 within thirty (30) calendar days after receiving written Notice from the Consultants that such payment is overdue;
- (b) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 12 hereof.

5.3. Cessation of Services

Upon receipt of notice of termination under Sub-Clause 5.1, or giving of notice of termination under Sub-Clause 5.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultants and documents, information, data or alike furnished by the Client, the Consultants shall return these said material to the Client.

5.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 5.1 or 5.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 3 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;



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(b) In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be determined by the Client to the performance and deliverables by the Consultant.

6. Performance Standard:

6.1. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

7. Confidentiality:

7.1. The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Client Liabilities

8.1. Client is only liable to the Services rendered by the Consultant pursuant to this Contract.

9. Insurance:

9.1. The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment:

10.1. The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language:

11.1. The Contract shall be governed by the laws of Islamic Republic of Pakistan and the language of the Contract shall be English.

12. Dispute Resolution:

12.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. The authorized persons of the two parties shall try to resolve the issues; thereof in case needed the CEOs shall interact in person to resolve the issues.

12.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other



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Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made there under and any statutory modifications thereto. Arbitration shall be held in Peshawar.

FOR KPOGCL:

Name: Raziuddin

Signature: _____

Date:

Seal:

Witness name: Nouman Akbar

Signature: _____

FOR THE CONSULTANT:

Name:

Signature: _____

Date:

Seal:

Witness name: _____

Signature: _____



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
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