



**KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED**

**(KPOGCL)**



(KP Government Fully Owned & Provincial Holding Company)

3<sup>rd</sup> Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan

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

Web: [www.kpogcl.com.pk](http://www.kpogcl.com.pk)

**In relentless pursuit for Energy Security of Pakistan**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**RENOWNED FIRMS TO PROVIDE**

**ISO CERTIFICATIONS**

**FOR KPOGCL'S**

**INTEGRATED MANAGEMENT SYSTEM**

**BASED ON**

**ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007**

**TENDER NO: KPOGCL/TENDER/538/2018**

**Bid Submission Time/Date : 1100hrs, 15<sup>th</sup> May, 2018**



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## 1. PURPOSE

The purpose of the bid is to invite potential qualified service providers to submit proposals with regard to the provision of services to Khyber Pakhtunkhwa Oil Gas Company Limited (KPOGCL) for the Certifications of ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 (Integrated Management System).

## 2. OBJECTIVE

The objective is to establish and implement an efficient management system in accordance with guidelines of the latest versions of Standards mentioned in our integrated Management System (IMS) and get international acknowledgement in the form of ISO Certifications.

## 3. INTRODUCTION:

Khyber Pakhtunkhwa Government (KP), being cognizant of Oil & Gas reserves established Khyber Pakhtunkhwa Oil and Gas Company Limited (KPOGCL) - a land mark achievement of the present Government. KPOGCL is not only entrusted with the responsibility of carrying out Exploration and Production (E&P) activities, itself, but is as well, entrusted the responsibility to allure more E&P Companies to do so by ensuring them with the requisite security and the first hand sharing of technological data thus literally acting as a Fast Track implementation of E&P. KPOGCL, while being actually KP Government sponsored / patronized, thus can very conveniently act as an Interface between the E&P Companies and all the other Government Related Agencies thereby actually performing the role of ‘One Window of Operations’. It is also the Provincial Holding Company (PHC) under the Petroleum Policy – 2012. KPOGCL is in fact a facilitator to E&P companies.

The Company promotes all E&P activities throughout KP by investing in Producing and Exploration Blocks and procurement of heavy equipment (i.e. Rig and Seismic Data Acquisition Recorder)- all ultimately aimed at generating revenue and of course fulfilling the dire needed energy requirements of not only KP Province but the whole Country.

The Company is also member of Pakistan Petroleum Exploration & Production Companies Association (PPEPCA). It is run by an independent Board of Directors, who are mostly Experts from the private Sector with Mr. Raziuddin (Razi) as its CEO. Though, being newly established, the Company is in its embryonic stage of development but owing to the strong support and patronization it has, from the KP Government, it has very rapidly developed it’s paraphernalia not only to engage itself, on war footing, in all E&P activities but also arrange with the KP Government to ensure



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a fool proof security to all the rest of the E&P Companies from abroad and within the country.

With KP Government, determined to boost the province's economy, has already taken a step forward by improving Communication Infrastructure, unearthing the province's hidden treasure of huge reserves of Oil and Gas initially through the province's indigenous Institutions, in which KPOGCL has taken the lead and later on through other multinational E&P Companies while KPOGCL continue to pay its role of 'One Window of Operation' for them.

#### **4. SCOPE OF WORK & DELIVERABLES:**

##### **a) SCOP OF WORK**

**The Certifying body is expected to provide the following services:**

1. ISO Internal Auditor/ Lead Auditor Trainings
2. Issue ISO Certifications as per KPOGCL Integrated Management System(ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007)
3. Certifications valid for 03 years

##### **b) DELIVERABLES:**

- 1) Internal Auditor/Lead Auditor Trainings (min 6 Employees/nominees of client)
- 2) Training Certificates
- 3) Pre-assessment Audit as per KPOGCL IMS (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007) and report.
- 4) Stage 1 Audit as per KPOGCL IMS (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007)
- 5) Stage 2 Audit (Final Certification Audit) as per KPOGCL IMS (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007)
- 6) Delivery of Certificates
- 7) Surveillance Audit 1(not more than 12 months after the IMS Certification)
- 8) Surveillance Audit 2 (not more than 12 months after the Surveillance Audit 1).

#### **5. TERMS OF REFERENCE:**

##### **5.1 Duration of Services:**

The services contract shall be for a period of 03 years.



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## 5.2 *Qualification Criteria of Certification body:*

5.2.1 The certifying body audit teams, including surveillance, must satisfy the following:

- a) Consist of qualified auditors to conduct audits in the name of certification body.
- b) At least one member shall have relevant sector specific experience for all commodity codes which apply to the scope of certification at that site
- c) Have team members with actual hands-on experience on auditing government services particularly on the IMS process scope such as plan/policy formulation and monitoring, investment programming and budgeting and program/project monitoring and evaluation;
- d) At least one auditor of the initial team should participate in all audits of the three-year audit cycle.

5.2.2 Plan together with the ISO team on the ways to address the gaps in order to develop the necessary documentation for the ISO standards Certification

5.2.3 To guide the ISO team to take the necessary corrective actions on identified non-conformities and final review of documents.

## 5.3 *Eligibility Criteria:*

5.3.1 The consultant who will be engaged should have extensive and proven mix of skill and expertise in the field of ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 certification.

5.3.2 Previous experience of similar work is essential.

5.3.3 It is desirable that consultant should have executed minimum five (5) ISO Projects in the Govt./Large public organizations.

5.3.4 Consultant should have minimum of 10 years professional experience in the ISO certifications (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007).

5.3.5 The team members of the consultant will be qualified lead assessors.



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## CHECK LIST FOR CONSULTANT/ FIRM

S.No.	Documentary Requirements- One No Means Disqualification	Yes	No
1	Tax Certificates i.e. GST, NTN, KPST		
2	Filer/ Tax Payer (With Proof).		
3	ISO 9001 certificate of your firm.		
4	The firm should give proof of KP Professional tax paid of Year 2016-2017		
5	Membership of a professional organization or certified body such as PNAC, ICAC, OSL or equivalent.		

**Note;** Write N/A where Not Applicable in Item 4.



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## 6. 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 following consulting services: ISO Certifications for KPOGCL’S Integrated Management System (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007) . More details on the services are provided 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 2014.
3. The RFP includes the following documents:  
Section 1 - Letter of Invitation  
Section 2 - Instructions to Consultants  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract
4. Please inform us in writing at the following address 3<sup>rd</sup> Floor, Ali Tower, University Road (Opposite Custom House) Peshawar, Pakistan , upon receipt:
  - (a) that you received the Letter of Invitation; and
  - (b) Whether you will submit a proposal alone or in association.

Yours sincerely,

Raziuddin (Razi)

CEO KPOGCL



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## 7. PROCESS OF HIRING AND PROPOSAL INSTRUCTION

The interested Bidders should be engaged following a Single Stage Two-Envelope Procedure for hiring method. The submittals shall be evaluated through a separate technical and financial appraisal with 70% and 30% weight age, respectively.

Financial bids of only the Technically Qualified Bidders shall be opened in the presence of their representatives within 15 Calendar days of bid submission or extended date as deemed necessary by KPOGCL.

Selection of the firms will strictly be made in accordance with the procedure of **Quality and Cost Based Selection (QCBS)** method.

Fax, email and non-registered delivery by post mail proposal shall not be considered.

Bids submitted must include bidder's covering letter on its letterhead containing

- i. Project title/subject: \_\_\_\_\_
- ii. Bidder's name: \_\_\_\_\_
- iii. Name of authorized person: \_\_\_\_\_
- iv. Bidder E mail/Cell No. (phone, fax): \_\_\_\_\_
- v. Name and address of bidder and authorized person

One original and two copies of the Technical proposal are to be submitted in a sealed brown envelope marked "TECHNICAL BID" with the bidder name and address clearly written on the outside left hand top corner.

A fixed price fee based Financial proposal must be submitted in white envelope. Bidder must clearly mark outside of the envelope as "FINANCIAL BID" along with the bidder name on the left hand top corner and seal it properly.

### ***Quality Assurance Guidelines***

The service shall be the best quality for their respective purposes and shall be free from all defects, latent or otherwise. Any portion of the service found defective or unsuitable shall be promptly removed, replaced or corrected by contractor without additional charge to KPOGCL.

Failure by contractor to meet KPOGCL's quality requirements shall constitute breach of contract and shall entitle KPOGCL to terminate the contract.





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## 8. TECHNICAL EVALUATION CRITERIA (TEC)

- 8.1 The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information will be declared non responsive. For your response to the RFP to be considered by KPOGCL, interested firms must respond to this RFP in all respects.
- 8.2 The technical proposal must contain experience of the firm and professionals in upstream oil & gas consultancy as per the details given in Table-1 below.
- 8.3 Bidders fulfilling the Technical Criteria with at least 70% marks shall be selected for opening of their financial bids. Bidders scoring under 70% will get their unopened financial Bid envelopes back after signing of contract with successful bidders.

**Table: 1. Criteria for Technical Evaluation**

<b>Technical Proposal Evaluation criteria Total Marks=100 (Fill and attach with technical proposal)</b>				
A	B	C	D	E
Sr.	Asset Evaluation Firm	Criteria for Weightage	Total Marks (100)	Obtain Marks
<b>1</b>	<b>Past Experience of the Firm</b>		<b>(35 Marks)</b>	
1.1	Past experience of Firm for Certifications of ISO 9001, 14001, OHSAS 18001	<b>National Experience:</b> <ul style="list-style-type: none"> <li>▪ 15 Years and above 10</li> <li>▪ Less than 15/Y &amp; greater than or equal to 12/Y 08</li> <li>▪ Less than 12/Y &amp; greater than or equal to 09/Y 05</li> <li>▪ Less than 09/Y &amp; greater than or equal to 06/Y 04</li> <li>▪ Less than 06/Y &amp; greater than or equal to 03/Y 02</li> <li>▪ Less than 03 years 00</li> </ul>	10	
1.2		<b>International Experience:</b> <ul style="list-style-type: none"> <li>▪ 10 Years and above 10</li> <li>▪ Less than 10/Y &amp; greater than or equal to 08/Y 08</li> <li>▪ Less than 08/Y &amp; greater than or equal to 06/Y 05</li> <li>▪ Less than 06/Y &amp; greater than or equal to 04/Y 04</li> <li>▪ Less than 04/Y &amp; greater than or equal to 02/Y 02</li> <li>▪ Less than 02 years 00</li> </ul>	10	



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Technical Proposal Evaluation criteria Total Marks=100 (Fill and attach with technical proposal)				
A	B	C	D	E
Sr.	Asset Evaluation Firm	Criteria for Weightage	Total Marks (100)	Obtain Marks
1.3		<b>Oil &amp; Gas Total Experience:</b> <ul style="list-style-type: none"> <li>▪ 10 Years and above 15</li> <li>▪ Less than 10/Y &amp; greater than or equal to 08/Y 13</li> <li>▪ Less than 08/Y &amp; greater than or equal to 06/Y 10</li> <li>▪ Less than 06/Y &amp; greater than or equal to 04/Y 07</li> <li>▪ Less than 04/Y &amp; greater than or equal to 02/Y 04</li> <li>▪ Less than 02 years 00</li> </ul>	15	
<b>2</b>	<b>Past Assignments of the Firm</b>			<b>(35 Marks)</b>
2.1	Completed Assignments for Certifications ISO 9001, 14001, OHSAS 18001	<b>General National Assignments</b> <ul style="list-style-type: none"> <li>▪ 200 Assignments and above 10</li> <li>▪ Less than 200 &amp; greater than or equal to 160 08</li> <li>▪ Less than 160 &amp; greater than or equal to 120 05</li> <li>▪ Less than 120 &amp; greater than or equal to 80 04</li> <li>▪ Less than 80 &amp; greater than or equal to 40 02</li> <li>▪ Less than 40 Assignments 00</li> </ul>	10	
2.2		<b>General International Assignments</b> <ul style="list-style-type: none"> <li>▪ 100 Assignments and above 10</li> <li>▪ Less than 100 &amp; greater than or equal to 80 08</li> <li>▪ Less than 80 &amp; greater than or equal to 60 05</li> <li>▪ Less than 60 &amp; greater than or equal to 40 04</li> <li>▪ Less than 40 &amp; greater than or equal to 20 02</li> <li>▪ Less than 20 Assignments 00</li> </ul>	10	



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Technical Proposal Evaluation criteria Total Marks=100 (Fill and attach with technical proposal)					
A	B	C		D	E
Sr.	Asset Evaluation Firm	Criteria for Weightage		Total Marks (100)	Obtain Marks
2.3		<b>Oil &amp; Gas Assignments</b> <ul style="list-style-type: none"> <li>▪ 50 Assignments and above 15</li> <li>▪ Less than 50 &amp; greater than or equal to 40 08</li> <li>▪ Less than 40 &amp; greater than or equal to 30 05</li> <li>▪ Less than 30 &amp; greater than or equal to 20 04</li> <li>▪ Less than 20 &amp; greater than or equal to 10 02</li> <li>▪ Less than 10 Assignments 00</li> </ul>		15	
<b>3</b>	<b>Principal Consultant/Lead Auditor/Training Expert</b>			<b>(10 Marks)</b>	
3.1	Trainer/Lead Auditor	Master's with relevant <ul style="list-style-type: none"> <li>▪ 10 years of experience and above 10</li> <li>▪ Less than 10 &amp; greater than or equal to 08 08</li> <li>▪ Less than 08 &amp; greater than or equal to 05 05</li> <li>▪ Less than 05 &amp; greater than or equal to 03 02</li> <li>▪ Less than 03 years of experience 00</li> </ul>		10	
<b>4</b>	<b>Auditing Expert/ Auditor</b>			<b>(10 Marks)</b>	
4.1	Auditor	Master's with relevant <ul style="list-style-type: none"> <li>▪ 10 years of experience and above 10</li> <li>▪ Less than 10 &amp; greater than or equal to 08 08</li> <li>▪ Less than 08 &amp; greater than or equal to 05 05</li> <li>▪ Less than 05 &amp; greater than or equal to 03 02</li> <li>▪ Less than 03 years of experience 00</li> </ul>		10	
<b>5</b>	<b>Team and office Location</b>			<b>(10 Marks)</b>	
5.1	Team Size (excluding support staff)	<b>Team Size</b> <ul style="list-style-type: none"> <li>▪ Equal to 05 and more 05</li> <li>▪ Less than 05 &amp; greater than or equal to 03 03</li> <li>▪ Less than 03 00</li> </ul>		05	



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<b>Technical Proposal Evaluation criteria Total Marks=100 (Fill and attach with technical proposal)</b>				
A	B	C	D	E
Sr.	Asset Evaluation Firm	Criteria for Weightage	Total Marks (100)	Obtain Marks
5.2	Location	<b>Office Location</b> <ul style="list-style-type: none"> <li>▪ Peshawar <span style="float: right;">05</span></li> <li>▪ Islamabad <span style="float: right;">03</span></li> <li>▪ Other than above <span style="float: right;">00</span></li> </ul>	05	
<b>Total Marks</b>			<b>100</b>	

*IMS: Integrated Management System based on (ISO 9001:2015, 14001:2015, OHSAS 18001:2007)*

8.4 Each responsive Proposal will be given a technical score (TS). Proposal(s) shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum technical score indicated above.

## 9. FINANCIAL EVALUATION CRITERIA (FEC)

*Financial Evaluation Criteria/ (FEC).*

The prices should be inclusive of all taxes and in Pak Rupees (PKR).

Note: Bidders can submit bid in US Dollars (USD) whereas 1 USD = 100 PKR

**Table 2: Pricing Schedule**

<b>Costing Table</b>			
A	B	C	D
Sr.	Descriptions	Unit Price with Taxes	Total Price With Taxes
1	ISO Internal Auditor trainings		
2	Stage-1 Audit		
3	Stage-2 Audit with Certification		
4	1st Annual Surveillance		
5	2nd Annual Surveillance		



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6	Discount (it may be written here or in a separate sealed envelope within the Financial Bid White Envelope)		
7	Grand Total of Column D		
8	Deduction WHT (8%=0.08) from Company	<b>D7 x 0.08</b>	
9	Deduction WHT (10%=0.10) from other than Company	<b>D7x 0.10</b>	
10	Deduction (1/5 of 15%=0.02 KPST) for filer	<b>D7x.02</b>	
11	Net Payment By Cross Cheque	<b>Row (7-(8or9)-10)</b>	

All fees / rates quoted are inclusive of all Government applicable taxes

All the taxes applicable at the time of payment will be deducted from payment as per prevailing applicable laws. Requests for Currency fluctuation adjustments shall not be given.

In case of WHT Exemption, provide certificate or Government SRO, as the case may be.

In case of GST/KPST Exemption/percentage differentiation, Provide Certificate or Government SRO, as the case may be.

The lowest evaluated Financial Proposal (FL) will be given the maximum financial score of 100 %. The financial bids will be evaluated as follows for respective bidders.

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

Where:

FM = Financial Marks

FL = Lowest financial bid

F = Cost of the proposal under consideration

## 10. SELECTION FOR AWARD

Bidder should be aware that the KPOGCL shall perform a “**Quality and Cost Based System (QCBS)**” and the selection for award shall be made to the bidder whose proposal is most advantageous to the KPOGCL, taking into consideration the Technical factors listed above and the total proposed price across all contract periods.

Final Evaluation Criteria:

$$TM \times 0.7 = TTM$$



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$FM \times 0.3 = TFM$

$GT = TTM + TFM$

Where:

TM : Technical Marks

FM : Financial Marks

TTM : Total Technical Marks

TFM : Total Financial Marks

GT : Grand Total

The bidder scoring the highest Grand total will be offered the contract.

Bid Submission or extended date as deemed necessary by the Client.

Contractor will submit professionals list, related working experience and completed projects list/details.

## 11. GENERAL CONDITIONS:

- 11.1 The competing firms should also be listed with Sales Tax and Income Tax Authorities.
- 11.2 Technical and Financial proposals should be submitted at the following address by 11:00 AM on **15<sup>th</sup> May, 2018**. **Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3<sup>rd</sup> Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.**
- 11.3 The Technical Proposal shall be placed in a sealed brown envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed in a sealed white envelope clearly marked "FINANCIAL PROPOSAL" followed by a warning "DO NOT OPEN" WITH 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 Proposal non-responsive. Both the envelope should be then placed in one large envelope clearly marked "PROPOSAL FOR INTEGRATED MANAGEMENT SYSTEM" 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, by hand etc. so that it reaches before the time/date as per Section 11.2.
- 11.4 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 11.5 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.



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- 11.6 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 11.7 Technical proposals will be opened and will be announced later.
- 11.8 The firm/consultant should be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA)**.
- 11.9 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract signing. The Service Contract is placed as Annexure B to this RFP. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders or giving any reason.
- 11.10 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.
- 11.11 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- 11.12 All queries must be sent to:

Chief Executive Officer,

**Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)**

3<sup>rd</sup> Floor, Ali Towers, Opposite Customs House,

University Road, Peshawar,

Khyber Pakhtunkhwa, Pakistan.

E-mail: [razi.ceo@kpogcl.com.pk](mailto:razi.ceo@kpogcl.com.pk)

Cell: +92 0333 5380240, +92 300 500 1038,

cc: [rizwan.qhse@kpogcl.com.pk](mailto:rizwan.qhse@kpogcl.com.pk), [tariq.scm@kpogcl.com.pk](mailto:tariq.scm@kpogcl.com.pk)

Cell: +, +92 313 891 3319, +92 333-1518390.

## 12. CONFLICT OF INTEREST:

KPOGCL policy requires that Bidders 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. 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



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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 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:**

It's KPOGCL's policy to require that Bidders, observe the highest standard of ethics during the procurement and execution of such contracts. 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, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations, if any within this period. If the need arise; however, the Client 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, or in their confirmation of extension of validity of the Proposal. Bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. If the negotiations process is extended between service provider and KPOGCL till the expiry of the bid validity the contractor is bound to extend the validity to avoid wastage of time of both the parties.

### **15. ONLY ONE PROPOSAL**

The Consultant shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

### **16. PROPOSALS INSTRUCTIONS:**

*All proposals must be sent to:*

**Mr. Raziuddin (Razi)**  
**Chief Executive Officer (CEO),**





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## **Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)**

3<sup>rd</sup> Floor, Ali Tower, Opposite Custom House,

Main University Road Peshawar,

Khyber Pakhtunkhwa, Pakistan.

E-mail: [razi.ceo@kpogcl.com.pk](mailto:razi.ceo@kpogcl.com.pk)

cc: rizwan.qhse@kpogcl.com.pk, tariq.scm@kpogcl.com.pk

Cell: +92-333-5380240, +92 300-5001038,

Tel: +92 91-9216283, +92 91-9216029

Fax: +92 91 9216295

Proposals are due at above address not later than **1100 am, on 15<sup>th</sup> May, 2018.**

**Pre-Bid Meetings:** Pre-Bid Meeting will be held at on **1500 hrs 3<sup>rd</sup>, May 2018** at KPOGCL HQ Peshawar.

## **17. LANGUAGE, PREPARATION OF PROPOSAL:**

- The Proposal and correspondence exchanged by the Bidder/Contractor and the Client shall be written in English language.
- In preparing their Proposal, Bidder/Contractor 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 ADMINISTRATION:**

Coordinator: KPOGCL designates Mr. Rizwan Ahmad Khan as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and seek approvals of invoices for payment, and for acceptance of the deliverables from CEO, KPOGCL.

## **19. CONFIDENTIALITY:**

- Any data provided by the Client or which the Bidder/Contractor 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 Confidential Information. Duplication or disclosure of such Confidential Information by Bidder/Contractor or any one claiming through it without the prior written consent of the Client is strictly prohibited. All Confidential Information shall be the sole property of the Client. The Bidder/Contractor hereby agrees not to disclose said data, information, and any interpretations thereof, or data derivative there from or any information relating to Client's facilities, installations and operations etc. to unauthorized parties or person.



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The obligations under these provisions shall survive the termination or expiry of the Contract.

2. Neither the Bidder/Contractor nor any of its employees shall, except with the prior written consent of the Client, take ground or aerial photographs of the site, rig, installation or existing facilities of the Client.
3. The Bidder/Contractor further undertakes that it shall not, except with the prior written consent of the Client:
  - a. Make any reference publicly, 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 Contractor,
    - iii. The method, materials, or equipment used and personnel employed, or
    - iv. Any other Client information in the possession of the Contractor.
  - b. Disclose or convey any of the matters or information referred to in (i) above to any employees of the Bidder/Contractor not directly concerned with the Contract.

## **20. DISPUTE RESOLUTION:**

- a) Any and every dispute, difference or question which may arise between the parties out of this agreement or relating to means, operation of this agreement or the breach thereof shall be first settled by the parties by an attempt at amicably settling the dispute through mutual negotiations. In case the disputes, differences or questions cannot be settled amicably or satisfactorily by correspondence or by mutual discussion within 15 days after receipt by one party of the other party's request for amicable settlement, it shall be referred to a CEDR (Centre for Dispute Resolution) or any other accredited/trained Mediator.
- b) In case the mediation fails the dispute shall be referred to Arbitration in accordance with the Arbitration Act 1940. Arbitration proceedings shall be held at Peshawar and arbitration award shall be final and binding on the parties.
- c) In case court proceedings are to be commenced over any issue/dispute arising out of or in relation with this contract, courts at Peshawar, Khyber Pakhtunkhwa have the exclusive jurisdiction



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## **21. CLARIFICATION OF ITEMS CONTAINED IN THIS RFP DOCUMENT:**

The Proposal as well as all related correspondence exchanged by the Bidders and the KPOGCL shall be written in English.

Clarifications may be requested not later than 7 days before the submission date.

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

## **22. RESPONSIBILITIES OF CONSULTANT:**

The complete study is the sole responsibility of the consultant, which includes gathering and obtaining information, data and analytical tools needed for successful and timely completion. The Government of Khyber Pakhtunkhwa through the KPOGCL shall interact with the consultant. Chief Executive Officer (CEO), KPOGCL shall be the focal person. He may nominate other person(s) on need basis by providing all contact information to the consultant focal person as per the contract. The Consultant firm should give the declaration as per (**Annexure–A**) by the person responsible and authorized by the consultant firm in this behalf.

## **23. NO OBLIGATION**

This request for proposal does not obligate the Client to award a contract or complete the process, and the Department 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.

## **24. 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 publically 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



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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 Information & 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 Information & Documents 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 Information & Document are advised to obtain independent tax, legal, accounting & alike opinions prior to making any decision.



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## ANNEXURE- A

### Declaration by an authorized signatory of the Bidder/firm

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 to 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 (KP OGCL) may require further information and we will duly provide that information in the time stipulated by KP OGCL, 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 BY AN AUTHORIZED SIGNATORY OF THE FIRM to the Technical Proposal of this Tender document.



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## ANNEXURE- B

### SERVICE CONTRACT

#### SERVICE CONTRACT FOR ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 (KPOGCL INTEGRATED MANAGEMENT SYSTEM) CERTIFICATION SERVICES

THIS CONTRACT is entered into this (dd/mm/yyyy) by and between **KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)** (“the Client”) having its principal place of business at (Certification body Name/address).

AND

[“The Certification body”] having its principal office located at [address]

WHEREAS, the Client wishes to certify its organization for ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007, KPOGCL Integrated Management Systems for the purpose hired [“Name of Certification body”] under the terms and conditions mentioned hereinafter, and

WHEREAS, the [“Name of Certification body”] is willing to perform Services as per Clause 2.0

NOW THEREFORE THE PARTIES hereby agree as follows:

#### 1.0 DEFINITIONS (As applicable)

**Client:** Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL).

**Certification Body:** Name of Certification Body

**IMS:** Integrated Management System based on ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007

**ISO Certificates:** Means the Certifications of ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Integrated Management Systems issued by [“The Certification body”].

**Assessment:** Means an assessment of the Client’s Integrated Management system against ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007

**Report:** Means a report prepared by [“Name of Certification body”] for the Client which sets out the results of the Contracted Services provided under this Agreement.

**Applicable Laws:** All applicable laws of Pakistan, statutes, regulation from time to time in force.



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**Certificate of Compliance:** Certificate of compliance with ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Integrated Management Systems issued by the [*“The Certification body”*].

**Period of three (3) years (Contract period):** The service shall commence after 25 days of signing of the contract and shall continue for a period of three years from the date of issuance of Certificate recommendation report after completion of Stage 2 Audit.

**Pre-Audit:** Designed to preview the Client Anti-Bribery Management system for areas of specifications against ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 which the Client asks for Certification.

**Stage 2:** Means final Audit for issuance of ISO Certificates.

**Applicable Taxes:** All applicable taxes according to prevailing rules and regulations of Pakistan, payment shall include prevailing taxes (Presently 15% KPST and 13% WHT)

**Currency:** All payments shall be made in Pak Rupees (local Pakistani Currency).

**MR:** Management Representative

## 2.0 Services/Terms of Reference (TORs):

The Services to be provided by [*“Name of Certification body”*] may be executed in phases, as set out in the sub-clauses mentioned below from sub-clause 2.1 through 2.11

### 2.1 Scope of Service:

The [*“Name of Certification body”*] for the purpose of ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Integrated Management System Certification Services provided under this Contract which are accredited services and the accreditation body is [*name of accreditation body*].

- a) **Single-Site:** [*“Name of Certification body”*] to provide the Client Services for one site and/or location mentioned in Clause 20.0.
- b) **Registration:** [*“Name of Certification body”*] will be responsible for the registration of Client for ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certification with [*“Name of accreditation body”*] before the audit.

The details of the Services for ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 certifications to be provided to the Client such services are specified in the clauses 2.1 up to 2.11.

### 2.2 Training Services:



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[“Name of Certification body”] will provide trainings related for Lead Auditor ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 to the five (5) employees/officials nominated by the Client.

### **Pre-Audit:**

[“Name of Certification body”] will conduct a pre-audit, which is designed to preview the Client (ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007) Integrated Management system for areas of specifications against which the Client asks for certification. [“Name of Certification body”] will issue a Report to the Client detailing the findings of this audit in due time, including any identified appropriate actions.

### **2.3 Stage-1 Audit:**

Certification body will undertake a readiness review of Client’s ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Integrated Management system to determine the readiness of Stage 2 Audit.

### **2.4 Stage-2 Audit:**

- a) Certification body will provide an audit program prior to the commencement of the ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Stage 2 Audit. The Audit team will meet with the Client’s management to discuss the details of the audit process and consider possible issues relating to the performance of the Audit. The Audit team will discuss any non-conformities, observations and opportunities for improvement if and when they are identified during the audit.
- b) The Certification body audit team will prepare and present to the Client’s management a Report of the IMS Stage 2 Audit, which will include the Audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

### **2.5 Changes to Stage 1 and Stage 2 Audits:**

Stage 1 shall be reiterated until it produces satisfactory results to proceed to Stage 2 if, based upon the information gathered during Stage 1 of the audit, Certification body decides that the required information was not provided and/or complete, which may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.

### **2.6 Non conformity:**

- a) When major non-conformity or major changes occur, [“Name of Certification body”] undertakes a “special follow up visit”.





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- b) All fees to review Client's proposed actions to close minor/major non conformities are covered in the contract value.

## 2.7 **Issuance of Certificate of approval and reports:**

The Certification body will issue to the Client a Certificate of approval for ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certifications (Integrated Management System) and Reports when all corrective actions agreed between the Client and the ["Name of Certification body"] audit team have been completed. The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of Audit.

## 2.8 **Certification Maintenance (Surveillance Audits Year 1 & Year 2)**

["Name of Certification body"] will operate a surveillance audit program to record whether the Client's certification (IMS) is found to be maintained (certificate of compliance) after the issuance of the First Certificate (Year-1).

### a). **Surveillance Audits Year 1:**

Once ["Name of Certification body"] has agreed the dates, the Client will make all necessary arrangement to maintain the agreed dates. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certificate decision date.

### b). **Surveillance Audits Year 2:**

The date of the 2nd surveillance audit shall not be more than twelve (12) months from the last surveillance audit (year-1) date as per the following table:

Sr.	Surveillance Audits	Duration
1	Year 1	After twelve (12) months from the certificate decision date (Stage 2 Audit) as per agreed schedule.
2	Year 2	After twelve (12) months from the Surveillance Audit Year 1, as per agreed schedule.

## 2.9 **Re-Certification:**

After every three (3) years ["Name of Certification body"] will seek Client's approval for re-certification. On Client's approval ["Name of Certification body"] after signing a new



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contract, will reissue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

## 2.10 *Modifications or Variations:*

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## 3.0 **Commencement and duration:**

- 3.1 The Services performed under the Contract shall be provided by [*Name of Certification body*] to the Client from 25 days after the date signing of this contract by the Client and [*Name of Certification body*].
- 3.2 This Contract will be valid for a period of three (3) years and shall be renewed automatically at the end of this initial period for successive periods of 3 years unless the Client notifies the termination to [*Name of Certification body*] with a notice period of three (3) months prior to the end of the three (3) years contractual period.

## 4.0 **Certification body 's Obligations:**

*Certification body's shall,*

- a) With reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.
- b) [*Name of Certification body*], in the capacity of an independent party, provides information to its Clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.
- c) *Conflict of Interest:* The [*Name of Certification body*] shall hold the Client's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.



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## 5.0 Client's Obligations:

*The Client shall,*

- a) Co-operate with [*Name of Certification body*] in all matters relating to the Services provided, in a timely manner and at no charge, access to facilities, documents, data, and personnel as required by [*Name of Certification body*], its agents, subcontractors, [*Name of Certification body*] and employees, to perform the Services;
- b) Prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services;
- c) Adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform [*Name of Certification body*] of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;
- d) If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the [*Name of Certification body*] in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the [*Name of Certification body*] under this Contract shall be increased or decreased accordingly by contract between the parties, and corresponding adjustments shall be made to the amounts referred to proposal or quotation, as the case may be.

## 6.0 Term:

The Certification services are of continues nature and shall be performed in a skillful manner and this agreement shall be valid for a period of 3 years, signing this contract by KPOGCL and [*Name of Certification body*] on [*date of contract*], the services shall commence after 25 days of signing this contract and shall continue for a period of three years from the date of issuance of Certificate recommendation report after completion of Stage 2 Audit.

## 7.0 Project Administration:

- a) *Project Coordinators:*



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The Client designates Mr. Rizwan Ahmad Khanas Client's Coordinator/Management Representative; the MR shall be responsible for the coordination of activities under this Contract, for acceptance of the deliverables and receiving the invoices for payment, for approvals from the CEO, KPOGCL.

[*"Name of Certification body"*] designates [*name of coordinator*] as a Coordinator with the Client.

**b) *Timesheets:***

During the course of their work under this Contract the [*"Name of Certification body"*] employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Management Representative.

**c) *Records and Accounts:***

The [*"Name of Certification body"*] shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Certification body's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

## **8.0 Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the [*"Name of Certification body"*] for the Client under the Contract shall belong to and remain the property of the Client. The [*"Name of Certification body"*] may retain a copy of such documents and software.

## **9.0 Payment Conditions and Applicable Tax:**

**9.1 *Currency:*** All payments shall be made in Pak Rupees (local Currency)

**9.2 *Contract Value:***

The total value of contract will be **Rs: [amount]** (*amount in words*) inclusive of all applicable taxes according to prevailing rules and regulations of Pakistan, for the services mentioned in the clause 2 under the name Services from sub clause 2.1 to 2.11.



# KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)  
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Tele: - +92 91-9216283, Fax: - +92 91-9216295  
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9.3 Payments shall be made after the commencement date according to the following schedule:

Sr.	Description	Payment	In Pak Rupees with taxes
1	<b>After Trainings and Pre Audit IMS</b> <i>Upon completion of Clause 2.2, Within 4 months of signing of this contract.</i>	20%	Amount
2	<b>Completion of Stage-1 Audit, Registration</b> <i>Upon completion of Clause 2.1(b), 2.3,</i> <b>Completion of Stage-2 Audit &amp; recommendation</b> <i>Upon completion of Clause 2.4, 2.6</i> <b>Issuance of ISO 9001, 14001, 18001 Certificates,</b> <i>Upon completion of Clause 2.7 Within 6 months of signing of this contract.</i>	20%	Amount
3	<b>Year-1 Surveillance Audit and recommendation.</b> <i>Upon completion of Clause 2.8 (a), Within 12 months of Issuance of ISO37001 Certificate.</i>	20%	Amount
4	<b>Year-2 Surveillance Audit and recommendation.</b> <i>Upon completion of Clause 2.8 (b), Within 12 months of Year-1 surveillance Audit.</i>	20%	Amount
5	<b>Completion of the contract (3 years).</b> <i>Upon completion of contract term Clause 6.0</i>	20%	Amount

Note: a). Above payments shall include prevailing taxes (Presently 15% KPST and 13% WHT).

b). Payment will be made after deduction of taxes to [“Name of Certification body”] in Pakistan as per bank details provided in section 9.5.

c). Samples of Quotation and Invoice is attached as Annex C and Annex D.



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**9.4** An invoice duly authenticated and supported by proper documents shall be submitted to the Client by the *[Name of Certification body]*. The invoice will be paid upon receipt of Company's written confirmation for receipt of the ISO Certification Services.

**9.5** All payments shall be due and made payments within thirty (30) days after receipt of the *[“Name of Certification body”]* invoices by the Client.

*[“Name of Certification body”]* 's Bank details are:

**Account Title :** *[Name of Certification body]*

**Bank :** *[Bank Name]*

**Branch :** *[address of operating bank branch].*

**Account No :** *[Account No]*

**IBAN Number:** *[IBAN Number]*

(Taxes as per government of Pakistan prevailing laws)

**9.6** *Payment Conditions:*

- a. The Client will pay each valid invoice submitted to it in (5) stages as completed by *[name of Certification body]*, after deduction of applicable taxes.
- b. All Payments shall be made in PKR, following submission by the *[name of Certification body]* of invoices to Client after the execution of services within 30 days subject to approval of CEO, KPOGCL.
- c. All payments will be made are subject to acceptance of services after approval of CEO, KPOGCL.

## **10.0 Termination:**

**10.1** *By the Client:*

The Client may terminate this Contract, by not less than ten (10) days written notice of termination to the *[name of Certification body]*, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 10.1; or Thirty (30) days' in the case of the event referred to in paragraph (f):

- (a) If the *[name of Certification body]* 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;



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- (b) If the *[name of Certification body]* become (or, if the *[name of Certification body]* 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 *[name of Certification body]* fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 19 hereof;
- (d) If the *[name of Certification body]* 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;
- (e) If, as the result of Force Majeure, the *[name of Certification body]* 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.

#### 10.2 *By the [name of Certification body]:*

The *[name of Certification body]* 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 10.2:

- (a) if the Client fails to pay any dues to the *[name of Certification body]* pursuant to this Contract and not subject to dispute pursuant to Clause 16 within thirty (30) calendar days after receiving written Notice from the *[“Name of Certification body”]* s that such payment is overdue;
- (b) if, as a result of Force Majeure, the *[name of Certification body]* 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 19 hereof.

#### 10.3. *Cessation of Services:*

Upon receipt of notice of termination under Sub-Clause 10.1, or giving of notice of termination under Sub-Clause 10.2, the *[name of Certification body]* 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 *[name of Certification body]* and documents, information, data or alike furnished by the Client, the *[name of Certification body]* shall return these said material to the Client.



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## 10.4 *Payment upon Termination:*

Upon termination of this Contract pursuant to Sub-Clauses 10.1 or 10.2, the Client shall make the following payments to the *[name of Certification body]*:

- (a) Payment pursuant to Clause 9 for Services satisfactorily performed prior to the effective date of termination;

## 11.0 **Performance Standard:**

The *[name of Certification body]* undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

## 12.0 **Confidentiality:**

12.1 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Contract, without the prior written consent of the Party that disclosed the Confidential Information.

12.2 This confidentiality undertaking shall not apply to any information:

- a. Which is publicly available or becomes publicly available through no act of the receiving Party;
- b. Which was in the possession of the receiving Party prior to its disclosure;
- c. Which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- d. Which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- e. Which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- f. Which is disclosed to an Affiliate of the receiving Party on a need to know basis.

12.3 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.





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- 12.4 On expiry or termination of the Contract for any reason and at the discretion of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided that nothing herein shall prohibit *[name of Certification body]* from maintaining copies of documents provided by the Client, Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or any Accreditation Body.
- 12.5 Notwithstanding the provision of clause under confidentiality, *[name of Certification body]* shall be authorized to make copies of Client Information, as may be required by the Accreditation Body's retention policy.
- 12.6 The *[name of Certification body]* 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.

## 13.0 Client Liabilities:

Client is only liable to the Services rendered by the *[name of Certification body]* pursuant to this Contract.

## 14.0 Insurance:

The *[name of Certification body]* will be responsible for taking out any appropriate insurance coverage.

## 15.0 Assignment:

The *[name of Certification body]* shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

## 16.0 Certification Marks and Logos:

- 16.1 *[name of Certification body]* will at all times remain the owner of a Certificate. *[name of Certification body]* grants the Client a limited non-exclusive license to display the Certificate (and any accompanying *[name of Certification body]* logo or Certification



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mark) at its premises (but only in so far as the scope of the Certificate is relevant) for so long as the Certificate remains valid.

- 16.2 The Client may not sub-license or transfer the right to display the Certificate (or the accompanying *[name of Certification body]* logo or Certification mark) to any other party.
- 16.3 The Client may not amend the content or change the appearance of the Certificate or the *[name of Certification body]* logo or Certification mark.

## 17.0 Miscellaneous Terms

Any terms and conditions relating to the provision of services during continuity of this agreement may be renewed through addendum to this Agreement through signing from both parties.

## 18.0 Law Governing, Jurisdiction of law Courts, Contract & Language:

The Contract shall be governed by the applicable laws of Islamic Republic of Pakistan, within the Jurisdiction of Pakistani Law Courts and the language of the Contract shall be English.

## 19.0 Dispute Resolution:

### 19.1 *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.

### 19.2 *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 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.



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## 20.0 Location:

The [name of Certification body] will provide its services as mentioned in the clause 2.0, at Client's Head Office at Client 3<sup>rd</sup> Floor Ali Tower, opposite Custom House, University road, Peshawar, Pakistan.

### FOR THE CLIENT:

Name: **Raziuddin (Razi)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

Witness name: \_\_\_\_\_

Signature: \_\_\_\_\_

### ON BEHLF OF:

Name:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

Witness name: \_\_\_\_\_

Signature: \_\_\_\_\_



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### ANNEXURE-C

## Quotation– (Consulting Services-R)

#### Company Name

Address :

City :

Phone :

Fax :

NTN/FTN #

KNTN #

DATE:

To:

HOD LOG,

Khyber Pakhtunkhwa Oil & Gas Company Limited

(CLIENT),

3rd Floor, Ali Towers, University Road (Opposite

Custom's House) Peshawar, Pakistan.

+92 91-9216695, +92 91-9216029

Sr. #	DESCRIPTION	Rate Excl. of Taxes	KPST on Services	Total Amount
		A	A*.15 = B	A+B = C

D ➡ Less: WHT on Services@ 12 of C Total =

E ➡ Less: WHT KPST 1/5 of B Total =

**Net Amount (F= C Total-D-E) =**



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## ANNEXURE-D

# Invoice— (Consulting Services-R)

### Company Name

Address :  
City :  
Phone :  
Fax :  
NTN/FTN #  
KNTN #

DATE: 18 APRIL 2018

### To:

HOD LOG,  
Khyber Pakhtunkhwa Oil & Gas Company Limited  
(CLIENT),  
3<sup>rd</sup> Floor, Ali Towers, University Road (Opposite  
Custom's House) Peshawar, Pakistan.  
+92 91-9216695, +92 91-9216029

Sr. #	DESCRIPTION	Rate Excl. of Taxes	KPST on Services	Total Amount
		A	A*.15 = B	A+B = C

D → Less: WHT on Services@ 15% of C Total =

E → Less: WHT KPST 1/5 of B =

**Net Amount (F= C Total-D-E)**