

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

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REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF “CONSULTANT TO THE ISSUE” FOR DIVESTMENT OF UP TO 25% SHARES OF THE GOVERNMENT OF KHYBER PAKHTUNKHWA (GOKP) IN KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL) THROUGH INITIAL PUBLIC OFFERING AT PAKISTAN STOCK EXCHANGE LIMITED (“TRANSACTION”).

RFP NO: KPOGCL/TENDER/542/2018

Bid Submission Time/Date: 1500hrs, 20th November, 2018

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CONTENTS

1.	Purpose of RFP.....	3
2.	Objective of The Transaction	3
3.	Brief Introduction of KPOGCL.....	3
4.	Scope of Work.....	5
5.	Project Duration	7
6.	Checklist for Consultant	7
7.	Process of Hiring and Proposal instructions	7
8.	Technical Evaluation Criteria (TEC).....	10
9.	Financial Evaluation Criteria (FEC).....	13
10.	Selection for Award.....	14
11.	General Conditions	15
12.	Conflict of interest.....	16
13.	Fraud & Corruption	16
14.	Proposal validity	16
15.	Language, Preparation of Proposal.....	16
16.	Project Management & Transaction Schedule.....	16
17.	Confidentiality	18
18.	Dispute Resolution	18
19.	No Obligation.....	19
20.	Disclaimer by KPOGCL.....	19
	SERVICE CONTRACT.....	20
	ANNEX - A.....	28

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1. PURPOSE OF RFP

To invite SECP's licensed **'Consultants to the Issue'** (herein after called the ***"Consultant"***) to submit proposals with regard to the provision of services to Khyber Pakhtunkhwa Oil Gas Company Limited (KPOGCL) for divestment of up to 25% shares of the Government of Khyber Pakhtunkhwa (GoKP) in Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) through Initial Public Offering at the Pakistan Stock Exchange Limited (herein after called the ***"Transaction"***).

2. OBJECTIVE OF THE TRANSACTION

In order to achieve its **'Mission'** (*KP Oil production of 200,000 bpd, Gas production of 2,000 MMCFD and LPG production of 3,000 Tons per day through Operatorship, Joint venture partnerships, Facilitation of International & National Investors, one window facilitation for Security and E&P Services*) KPOGCL has developed a sustainable strategy from every angle, including high caliber human resource, second to none software, diversified funds. In Khyber Pakhtunkhwa, the probability of success is one of the highest in the region, which is a comparative advantage of the Province & KPOGCL. In order to exploit the comparative advantage through partners and multi-facet investments, of which tapping the financial capital markets and the Public Offerings are considered to be the most efficient and main pillars of the **'Mission'**.

3. BRIEF INTRODUCTION OF KPOGCL

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) was incorporated as a Public Sector Enterprise (PSE) on 8th February, 2013 under Section 32 of the Companies Ordinance, 1984. Later, KPOGCL was declared Provincial Holding Company (PHC) of the Government of Khyber Pakhtunkhwa (GoKP) pursuant to clause 4.1.3 (6) of Petroleum Exploration and Production Policy-2012. GoKP holds 99.9999 percent (%) shares i.e. all but three (03) shares of the Company.

The Company is established to engage in Oil & Gas Exploration and Production, including development and sale of oil and gas and related activities. The company also provides technical, security, marketing services to other national and international Exploration & Production and service companies. KPOGCL turned around the Oil & Gas in KP from very low activities to highest in Pakistan through its well carved multi-fact strategy just in 4 years of its establishment.

The current capital structure of KPOGCL reflects an Authorized Share Capital of Rs 3 Billion, whereas the Issued Share Capital is Rs 1.9 Billion. KPOGCL has kept high standards on financial discipline and accounting practices with a Financial Manual.

KPOGCL's Board of Directors approved **'Mission'** till 2025 is to increase KP's Oil production to 200,000 Barrels per Day (BPD); Gas to 2,000 Million Cubic Feet per day (MMCFD) and LPG production to 3,000 Tonnes per day (TPA) and sustain it through 2034.

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The **“Mission”** shall be achieved through Operatorship, Joint venture partnerships, facilitation of international & national Investors, one window facilitation for Security and Exploration & Production Services.

At a very nascent stage i.e. just within four years, the company is into real operations and has joined the league of oil and gas producers in an amicably conducive security environment created not only for itself but for the entire Oil & Gas sector in KP. KPOGCL being the Provincial Holding Company (PHC) has the privilege to have 2.5 % of Working Interest (WI) share in every Exploration Block of Khyber Pakhtunkhwa awarded pursuant to the Petroleum Policy-2012; which means KPOGCL is the owner of 2.5% of around \$400 billion worth of Oil & Gas resources. KP has Crude Oil resources over 2 Billion Barrels and Natural Gas resources topping 16 Trillion Cubic Feet (TCF). The recent merger of ex-FATA into KP has increased opportunities for KPOGCL multi-fold. Ex-FATA offers some 20 TCF of Natural Gas which will become an earning source for KPOGCL.

On 21st December, 2017, KPOGCL achieved well deserved success in Baratai Petroleum Exploration Block, where KPOGCL has a 2.5% Working Interest with OGDCL, the largest National Oil Company of Pakistan. Oil & Gas has been discovered in the first Exploratory well (Dhok Husain-1) in a record time of 6 months in the history of Khyber Pakhtunkhwa. The well has tested 30 MMCFD of Natural Gas and 760 BPD of Oil/Condensate from only two reservoirs sheets, while remaining reservoir sheets are yet to be tested.

In addition to 2.5% Working Interest in Baratai, where early fruits are ready to be plucked, KPOGCL has entered into JV and signed Deed of Assignment DOA in various Petroleum Exploration Blocks including Paharpur, Pezu, Kulachi, Karak North and Peshawar East with Working Interest ranging from 1.8 to 2.5%.

In addition to JV partnerships, KPOGCL will be the first and only PHC that will be carrying out seismic and drilling a well as an operator in one of the most prospective blocks of the Province, namely “Lakki Block”. It is only a matter of time now that the financial outlook of the company would translate the four years of hard work.

Exploration as Operator in 5 other Blocks identified by KPOGCL, namely Nowshera, DIK East, DIK-West, Miran and Charsadda will be carried on fast track basis. The Company has already marketed these Exploration Blocks to national and international investors. Revenues from these blocks are expected to be high, being prospective blocks.

KPOGCL also provides various Oil & Gas Exploration and Production services including:

- a. Geological field work and Mapping in Concession Blocks,
- b. Facilitating Oil & Gas Exploration and Production and services companies in getting NOCs expeditiously,

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- c. Assisting Exploration & Production and services companies in scouting/survey of petroleum concession blocks, and
- d. On the job training of geologists, geophysicists, petroleum engineers and other professionals.

4. SCOPE OF WORK

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

The Consultant shall be responsible for providing all the services that are essential to and which it recommends from their own experience for successful completion of the Transaction. The Consultant will more specifically be responsible for the activities contemplated in SECP's Public Offering Regulations, 2017 and Public Offering (Regulated Securities Activities Licensing Regulations), 2017 (as amended from time to time).

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

4.1 EXECUTION AND DELIVERABLES:

- i. An **Inception Report** with a detailed work plan within 10 days of effective date of contract. The plan should include the schedule/timetable of activities for complying with all requirements of the PSX, SECP, CDC and identification of requisite approvals/exemptions/NOC to be obtained from PSX/SECP/CDC for the Transaction.
- ii. **Kick-off meeting** within 15 days of effective date of the Contract.
- iii. **Monthly Progress Report** to be submitted every 5th of the month.
- iv. Develop the **Financial Model & Projections**
- v. Review **Financial Model** for valuation purpose– This will entail valuing the Company on multiple valuation methodologies including both the relative and absolute valuation methodologies;
- vi. Analyze information provided by the Company and prepare **Information Memorandum** for soliciting interest of domestic and foreign institutional investors;
- vii. Prepare **Prospectus** for Book Building and General Public portion;
- viii. Prepare **Abridged Prospectus** for publication in Newspapers;
- ix. Prepare **Listing Application** for submission to the PSX (submission of application to the regulatory bodies will be subject to availability of complete information from the Company);
- x. Prepare **Listing Application** for submission to the SECP;
- xi. Arrange for road shows;
- xii. Initiate contact with potential investors and arrange one-on-one meetings;
- xiii. Prepare **Presentation** for Road show and circulation to potential investors;
- xiv. Ensure that the public offering including book building is carried out in accordance with the prospectus and requirement of these Regulations and the Act;
- xv. Comply with all the applicable directives and orders issued by the Commission;

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- xvi. Preparation and submission of final report on the issue to the Commission;
- xvii. Consolidated Final Report for KPOGCL;
- xviii. Others as necessary to complete the assignment.

4.2 TRANSACTION STRUCTURE REPORT

Keeping in view the size of the proposed divestment and the market conditions, Consultant is expected to submit detailed strategy, which includes comparative analysis of alternate divestment structures and the preferred option along with the implementation mechanism / schedule for successfully carrying out the Transaction.

4.3 REGULATORY APPROVALS

- i. Submit completed application to the Stock Exchange;
- ii. Liaise with the PSX for obtaining clearance of Prospectus;
- iii. Present the case for listing to PSX Listing Committee and resolve their queries;
- iv. Submit completed application to the SECP;
- v. Present the case for listing to the SECP and resolve their queries;
- vi. Liaise with SECP to obtain approval;
- vii. Assist the Company in obtaining any other regulatory approval required with assistance of the Legal Counsel.

4.4 MARKETING

- i. Identify, prepare and submit to KPOGCL appropriate drafts of marketing materials and other related written material in relation to the Transaction;
- ii. Prepare a comprehensive marketing/distribution plan;
- iii. Soft-marketing to potential investors;
- iv. Circulation of IM and Prospectus to potential investors;
- v. Conduct road shows and one to one meetings with potential investors;
- vi. Assist in the printing of advertisements in the newspaper;
- vii. Addressing the queries from potential investors.

4.5 APPOINTMENT OF SUB-CONSULTANTS

The Consultant will assist the Company in appointing the following related parties for the transaction:

- i. Book Runner;
- ii. Bankers to the Issue for General Public Portion & Book building portion;
- iii. Legal Counsel for the Issue;
- iv. Balloters, Share Registrar & Transfer Agent for the Issue;
- v. Auditors;
- vi. Printer to the Issue;
- vii. Prepare for and Submission of CDC Eligibility;
- viii. Others as required for successful completion of the transaction.

4.6 PRICING MECHANISM

The Consultant shall undertake analysis of KPOGCL using relevant valuation techniques and sensitivity analysis to recommend the offer price per share of KPOGCL. Comparative analysis may also be done for arriving at a Floor Price.

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4.7 LISTING AND POST-CLOSURE ISSUES

- i. Assist in the public subscription process;
- ii. Organize balloting of the Issue in coordination with the Balloter;
- iii. Coordinate with the Bankers to the Issue for obtaining subscription list;
- iv. Coordinate with the Exchange for obtaining NOC for release of IPO proceeds;
- v. Submit required reports to SECP and the Exchange;
- vi. Assist the Company in any post-closing issues during the transaction.

4.8 CORPORATE ACTIONS

The Consultant shall closely liaise with the Company in regards with requisite corporate actions required for seamless execution of the Transaction.

5. PROJECT DURATION

The Consultant will be required to complete the assignment within six (06) months or as may be agreed between the parties.

6. CHECKLIST FOR CONSULTANT

S.No.	Requirements - One 'No' Means Disqualification	Yes	No
1	Copy of SECP's license for 'Consultant to the Issue'		
2	National Tax Number (NTN) and KP Sales Tax Number along with Proof of being Filer /Tax Payer.		
3	Value (other than GDRs) of Equity Capital Market transactions (IPOs, SPOs & Rights Issue) <i>other than of Oil & Gas</i> completed in Pakistan during last 10 years must not be less than Rs 10 Billion		
4	At least one (01) Equity Capital Market transaction (IPOs, SPOs or Rights Issue) completed in the Oil & Gas Sector in Pakistan during last 10 years		
5	Total Number of Yes/ No		

Table 1: Checklist for Consultant

7. PROCESS OF HIRING AND PROPOSAL INSTRUCTIONS

- 7.1 The interested Bidders shall be engaged following a Single Stage, Two Envelopes Procedure for hiring method. The submittals shall be evaluated through a separate technical and financial appraisal with 60% and 40% weightage, respectively. Selection of the firms will strictly be made in accordance with the procedure of **Quality and Cost Based Selection (QCBS)**.
- 7.2 Financial bids of only Technically Qualified Bidders shall be opened in the presence of their representatives within 15 Calendar days of bid submission or an extended date as may be deemed necessary by KPOGCL.

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- 7.3 Fax, email and non-registered delivery by post mail shall not be considered.
- 7.4 Bids submitted must include bidder's covering letter on its letterhead containing:
- Project title/subject: _____
 - Bidder's name: _____
 - Name & Address of authorized person: _____
 - Bidder E-mail/Cell No. (phone, fax): _____
 - Tender Number: _____
- 7.5 The Technical Proposal shall be placed in a sealed brown envelope clearly marked "TECHNICAL PROPOSAL- CONSULTANT TO THE ISSUE FOR IPO OF KPOGCL" along with names of the Consultant to the Issue. Similarly, the Financial Proposal shall be placed in a sealed white envelope clearly marked "FINANCIAL PROPOSAL- CONSULTANT TO THE ISSUE FOR IPO OF KPOGCL" along with name of the Consultant followed by a warning "DO NOT OPEN SIMULTANEOUSLY 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 envelopes should be then placed in one large envelope clearly marked "CONSULTANCY PROPOSALS FOR IPO OF KPOGCL" along with name of consultant and contact numbers (landline/ cell) and dropped in the box kept at KPOGCL Head Office for the purpose.
- 7.6 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 7.7 The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSTORTIUM (ANNEXURE-A) of this RFP should be duly signed and attached with the Technical Proposal Form.
- 7.8 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 7.9 The Consultant must be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA)**.
- 7.10 Bidders shall bear all costs associated with the preparation and submission of their proposals -and contract signing. KPOGCL is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Bidders or giving any reason.
- 7.11 From the time the Proposals are opened to the time the Contract is awarded, the Bidders shall not contact KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by 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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- 7.12 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- 7.13 For any clarification or information please call or Email:

Mr. Raziuddin (Razi) (CEO)

Phone: +92-91-9216284

Email: razi.ceo@kpogcl.com.pk

Mr. Muhammad Naeem Khan (Manager Corporate Finance, Corporate Affairs & Taxation)

Cell: +92 321 9005254

Email: naeem.fst@kpogcl.com.pk

Mr. Tariq Saeed Awan (Assistant Manager Supply Chain Management)

Cell: +92 3331518390

Email: tariq.scm@kpogcl.com.pk

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The last date for submitting queries/ clarifications is 05 November, 2018.

- 7.15 The Consultant shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 7.16 *All proposals must be sent at the following address:*

Mr. RAZI UDDIN (Razi)

Chief Executive Officer,

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

3rd Floor, Ali Towers, Opposite Custom House,

University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.

Cell: +92 333 538 0204, +92 300 500 1038

Proposals are due at above address not later than **1500 hrs**, on **20-November, 2018**.

Pre-Bid Meeting(s) to be held at **KPOGCL's Head Office on 23rd October, 2018 at 1100 hrs**.

- 7.17 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 Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. KPOGCL may allow Consultants reasonable time to make amendments in their Proposals. However, depending upon the nature of amendments, KPOGCL may or may not extend the deadline for the submission of Proposal.

7.18 Quality Assurance Guidelines

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

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

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 proposal to be considered, you must respond to this RFP in all respects.
- 8.2 All documentary evidence must be provided along with along with Technical Evaluation.
- 8.3 The technical proposal must specify top 03 members of 'Core Team' along with their experience of managing Equity Capital Market Transactions in Pakistan as per the details given in Table-2 below. The cumulative experience should **Not** double count transactions handled commonly by the 03 members.
- 8.4 For calculating value of transactions in Pak Rupee, average exchange rate for the transaction year must be used, as per SBP's website.
- 8.4 Bidders fulfilling the Technical Criteria with at least 60% marks shall be selected for opening of their financial bids. Bidders scoring under 60% will get their unopened financial bid envelopes back after signing of contract by KPOGCL with the successful bidder.
- 8.5 Each responsive Proposal will be given a Technical Score (TS). Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the 'Scope of Work' or if it fails to achieve the minimum technical score indicated above.
- 8.6 Bidders should circle the last column of Table 2 and provide with Technical Proposal; however, KPOGCL shall do its own evaluation for final award of the Contract. Table 2 filled by the bidders shall not be binding on KPOGCL.

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Table: 2. Criteria for Technical Evaluation

S. #	Technical Evaluation Criteria	Marking	
		# / % / Amount	Marks
A	Transaction Specific Experience		40
1	Value (other than GDRs) of Equity Capital Market transactions (IPOs, SPOs & Rights Issue) completed in the Oil & Gas Sector in Pakistan during last 10 years Value of transactions PKR.....	0.5 mark for each PKR 1 Billion up to maximum of 15 marks	
2	Value (other than GDRs) of Equity Capital Market transactions (IPOs, SPOs & Rights Issue) <i>other than of Oil & Gas</i> completed in Pakistan during last 10 years Value of transactions PKR.....	0.5 mark for each PKR 1 Billion up to maximum of 15 marks	
3	Total foreign investment brought in Pakistan by the Consultant through Equity Capital Market transactions (IPO, SPO & Rights Issue) during last 10 years Value of foreign investment PKR.....	0.5 mark for each PKR 01 Billion up to maximum of 10 marks	
B	Competence of Team		30
4	Team Lead's experience of managing Equity Capital Market (IPO, SPO & Rights Issue) transactions in Pakistan during last 10 years Number of transactions	01 mark for each transaction up to maximum of 10 marks	
5	Cumulative experience of top 3 members of Core Team (other than of Team Lead) of managing and completing Equity Capital Market transactions (IPO, SPO & Rights Issue) in Pakistan during last 10 years Transaction(s) of Top 1 team member..... Transaction(s) of Top 2 team member..... Transaction(s) of Top 3 team member..... Number of cumulative transactions	0.5 mark for each cumulative transaction up to maximum of 10 marks	

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S. #	Technical Evaluation Criteria	Marking	
		# / % / Amount	Marks
6	Number of Recognitions / Awards (including Equity Research Awards) won by Consultant during last 10 years (CFA Society Pakistan, Asia Money, The Asset, Finance Asia, Capital Finance International, EuroMoney) in Pakistan Number of Recognitions/ Awards	0.5 mark for each Award up to maximum of 10 marks	
C	Work Plan & Methodology		30
7	Submit Transaction structure and demand Analysis including identification of Key investors/ markets, key success factors, indicative offer size to international & local investors and realistic time schedule for launching & completion of transaction (<i>Not less than 5 pages</i>)	Weak	05
		Good	10
		Excellent	15
8	Submit Proposed Distribution Strategy – including an overview of marketing strategy, investor targeting, pre-marketing, road shows, press management and retail marketing (<i>Not less than 5 pages</i>)	Weak	05
		Good	10
		Excellent	15
	TOTAL MARKS		100
	Obtained Marks (TM)		

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9 FINANCIAL EVALUATION CRITERIA (FEC)

Table 3: Pricing Schedule

Sr.#	Category	Amount
1	Gross amount of contract (inclusive of all taxes)	XXX
2	<u>Less:</u> Deduction of WHT @ 8% from filer Company	(xx)
3	Less: Deduction of KPST from filer Company (1/5 th of 15%)	(xx)
4	Net Payment through Cross Cheque (1-2-3)	Xxx

9.1 All taxes applicable at the time of payment will be deducted from payment as per prevailing applicable laws. In case of WHT Exemption, provide certificate or Government SRO, as the case may be. Likewise, in case of KPST Exemption/percentage differentiation, provide Certificate or Government SRO, as the case may be. Copy of KPST's challan of 4/5th deposit amount shall be submitted to KPOGCL within 7 days of its due date of deposit. In case challan(s) of 4/5th deposit is/(are) not submitted to KPOGCL within the stipulated time i.e. within 7 days of its due date of deposit, KPOGCL has the right to withhold further payments.

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

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

Where:

FM=Financial Marks

FL=Lowest financial bid

F=Cost of the proposal under consideration

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

S.#	Payment	Scope of Work Reference	Timeline (Weeks)	% Payment
1	Mobilization Advance at time of Kick-off meeting	4.1 (i), (ii)	02	10
2	Submission of Valuation Report	4.1 (iv), (v)	05	5
3	Finalization of Information Memorandum	4.1 (vi)	06	5

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S.#	Payment	Scope of Work Reference	Timeline (Weeks)	% Payment
4	Upon approval of Prospectus from PSX	4.1 (vii), (viii), (ix), 4.3, 4.7 (v)	10	15
5	Upon approval of Prospectus from SECP	4.1 (x), 4.2, 4.3, 4.7 (v)	13	15
6	i. Marketing Plan ii. Arrangement of Road Shows iii. Meetings with potential investors	4.1 (xi), (xii), (xiii), 4.4	14	3
7	Assistance in appointment of sub-consultants including CDC	4.5, 4.7 (ii), (iii), (iv)	6-24	2
8	Book Building	4.6	17	10
9	General Public Subscription	4.7 (ii)	24	15
10	Post-closing	4.7 (vi)	As per circumstances	20

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× 0.6= TTM

FM×0.4= 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.

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11 GENERAL CONDITIONS

- 11.1 KPOGCL shall have right to the following at all times:
- To select any of the Consultants submitting the Proposals, and has the right to cancel the process initiated hereby or the Transaction at any time, without assigning any reason;
 - To reject any proposal not delivered at the prescribed venue at the prescribed time;
 - To add/modify any of the terms set out in the RFP or any of the Annexures thereto prior to the submission date. However, all such amendments will be communicated to all the Interested Parties who are issued Request For Proposal.
- 11.2 The Consultant will be prohibited from using any of the proprietary information without the express approval of KPOGCL, for a period of two years after the completion of the Transaction.
- 11.3 The Project Leader and other members would be clearly specified at the time of the submission of bids, along with their responsibilities on Specific portions of the Transaction. The extent of involvement and dedication of each professional, would be required to be maintained at the stipulated levels. The Project Leader will be obligated to be available on first-call basis during the duration of the Transaction. No changes in either the Project Leader or any professional member of the team would be allowed without the explicit written approval of KPOGCL.
- 11.4 It is expected that the Consultant would place emphasis upon the expeditious preparation & finalization of all the activities required for successful completion of the Transaction.
- 11.5 Submission of proposals in response to the attached 'Scope of Work' will be deemed as acceptance of the terms contained herein.
- 11.6 Offers are liable to be rejected if:
- There is any deviation from any instruction.
 - Offers are found conditional or incomplete in any respect.
 - Multiple rates are quoted against one item or overwriting /Erasing in prices.
- 11.7 Technical and Financial proposals should be submitted at the following address by 1500 hrs on **20 November, 2018**. *Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.*
- 11.8 Effective date of contract will be the same as the contract signing date.
- 11.9 There is no requirement of either Bid Security or Performance Guarantee (See Rule 20 & 21 of KPPRA Rules, 2014).



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

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 availability of Professional staff nominated in the Proposal. KPOGCL will make its best effort to complete negotiations, if any, within this period. If need arises, KPOGCL may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal. Bidders may submit new staff in replacement, which would then be considered in the final evaluation for contract award.

15 LANGUAGE, PREPARATION OF PROPOSAL

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

16 PROJECT MANAGEMENT & TRANSACTION SCHEDULE

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

For the purpose of monitoring the progress and providing appropriate guidelines, a Project Management Plan and Schedule will be reviewed on periodical basis. Any meetings must be



preceded by submission of Working Papers by the Consultant to derive maximum benefit from the meetings to review progress of milestones and deliverables.

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

16.1 Consultant's Responsibilities with respect to Project Management

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

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

During the performance of its work, the Consultant is expected to interface with various government departments and management of KPOGCL. The Consultant will develop a mechanism for review of progress, presentations of reports and other project-management activities to ensure efficient & timely progress on the Transaction.

The Consultant will be required to maintain effective coordination/liasion with all the sub-consultants, to be appointed for the Transaction. The Consultant will also be responsible to oversee the work of Balloters appointed to upload successful applicant's data in KPOGCL's shareholder database, Central Depository System of CDC and Share Registrar(s) and resolve any difficulty in coordination with KPOGCL that may arise in this regard.

16.2 KPOGCL's Responsibilities with respect to Project Management

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

16.3 Technical Expertise

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

16.4 First Review Meeting

It is proposed that within seven (07) days of the appointment, "First Review" meeting for the Transaction shall be conducted. The objective of this meeting would be to apprise the key persons of KPOGCL of the overall plan of activities proposed by the Consultant and identify

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the key milestones, issues and timelines in the Transaction process. Specifically, this meeting is envisaged to cover the following:

- i. Review of the team organization and the detailed functions of the individual team members;
- ii. Schedules of periodic Progress Reviews;
- iii. Any specific issue(s) requiring attention of KPOGCL on an immediate basis.

17 CONFIDENTIALITY

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

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

- a) 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.
- b) 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.

17.3 The Consultant shall sign a Non-Disclosure Agreement (NDA) with KPOGCL.

18 DISPUTE RESOLUTION

- i. 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.

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- ii. 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.
- iii. 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 shall have the exclusive jurisdiction.

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 opening of bids, extend any deadlines or require for 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 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 or correctness. Nothing contained in this Document is, or shall be relied upon as, a promise or representation by KPOGCL. All such information is subject to change without notice and such changes could be due to unforeseen circumstances. This Document is for information purposes only and does not purport to be a complete description of the subject matter referenced to herein.

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

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

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

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SERVICE CONTRACT

FOR SELECTION OF CONSULTANT TO THE ISSUE FOR IPO OF KPOGCL

THIS CONTRACT is entered into this (DD-MM-YYYY) (which is also the Effective date of this contract) by and between **KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)** (“the Client”) having its principal place of business at (KPOGCL, 3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar).

AND

[“The Consultant”] having its principal office located at [address] WHEREAS, the Client wishes to have its **Initial Public Offering** under the terms and conditions mentioned hereinafter, and

WHEREAS, the [“The Consultant”] is willing to perform Services as per Clause 2 (Scope of Work) of this Agreement.

NOW THEREFORE THE PARTIES hereby agree as follows:

1 DEFINITIONS

Applicable Laws: Means all applicable laws of Pakistan, statutes, regulation from time to time in force related to Initial Public Offering.

Applicable Taxes: Means all applicable taxes according to prevailing rules and regulations of Pakistan and Khyber Pakhtunkhwa.

Currency: All payments shall be made in Pak Rupees.

2 SCOPE OF WORK

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

The Consultant shall be responsible for providing all the services that are essential to and which it recommends from their own experience for successful completion of the Transaction. The Consultant will more specifically be responsible for the activities contemplated in SECP’s Public Offering Regulations, 2017 and Public Offering (Regulated Securities Activities Licensing Regulations), 2017 (as amended from time to time).

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

2.1 EXECUTION AND DELIVERABLES

- i. An **Inception Report** with a detailed work plan within 10 days of effective date of the contract. The plan should include the schedule/timetable of activities for complying with all

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- requirements of the PSX, SECP, CDC and identification of requisite approvals/exemptions/NOC to be obtained from PSX/SECP/CDC for the Transaction.
- ii. **Kick-off meeting** within 15 days of effective date of the Contract.
 - iii. **Monthly Progress Report** to be submitted every 5th of the month.
 - iv. Develop the **Financial Model & Projections**
 - v. Review **Financial Model** for valuation purpose– This will entail valuing the Company on multiple valuation methodologies including both the relative and absolute valuation methodologies;
 - vi. Analyze information provided by the Company and prepare **Information Memorandum** for soliciting interest of domestic and foreign institutional investors;
 - vii. Prepare **Prospectus** for Book Building and General Public portion;
 - viii. Prepare **Abridged Prospectus** for publication in Newspapers;
 - ix. Prepare **Listing Application** for submission to the PSX (submission of application to the regulatory bodies will be subject to availability of complete information from the Company);
 - x. Prepare **Listing Application** for submission to the SECP;
 - xi. Arrange for road shows;
 - xii. Initiate contact with potential investors and arrange one-on-one meetings;
 - xiii. Prepare **Presentation** for Road show and circulation to potential investors;
 - xiv. Ensure that the public offering including book building is carried out in accordance with the prospectus and requirement of these Regulations and the Act;
 - xv. Comply with all the applicable directives and orders issued by the Commission;
 - xvi. Preparation and submission of final report on the issue to the Commission;
 - xvii. Consolidated Final Report for KPOGCL;
 - xviii. Others as necessary to complete the assignment.

2.2 TRANSACTION STRUCTURE REPORT

Keeping in view the size of the proposed divestment and the market conditions, Consultant is expected to submit detailed strategy, which includes comparative analysis of alternate divestment structures and the preferred option along with the implementation mechanism / schedule for successfully carrying out the Transaction.

2.3 REGULATORY APPROVALS

- i. Submit completed application to the Stock Exchange;
- ii. Liaise with the PSX for obtaining clearance of Prospectus;
- iii. Present the case for listing to PSX Listing Committee and resolve their queries
- iv. Submit completed application to the SECP;
- v. Present the case for listing to the SECP and resolve their queries;
- vi. Liaise with SECP to obtain approval;
- vii. Assist the Company in obtaining any other regulatory approval required with assistance of the Legal Counsel.

2.4 MARKETING

- i. Identify, prepare and submit to KPOGCL appropriate drafts of marketing materials and other related written material in relation to the Transaction;
- ii. Prepare a comprehensive marketing/distribution plan;
- iii. Soft-marketing to potential investors;

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- iv. Circulation of IM and Prospectus to potential investors;
- v. Conduct road shows and one to one meetings with potential investors;
- vi. Assist in the printing of advertisements in the newspaper;
- vii. Addressing the queries from potential investors.

2.5 APPOINTMENT OF SUB-CONSULTANTS

The Consultant will assist the Company in appointing the following related parties for the transaction:

- i. Book Runner
- ii. Bankers to the Issue for General Public Portion & Book building portion;
- iii. Legal Counsel for the Issue;
- iv. Balloters, Share Registrar & Transfer Agent for the Issue;
- v. Auditors;
- vi. Printer to the Issue;
- vii. Prepare for and Submission of CDC Eligibility;
- viii. Others as required for successful completion of the transaction.

2.6 PRICING MECHANISM

The Consultant shall undertake analysis of KPOGCL using relevant valuation techniques and sensitivity analysis to recommend the offer price per share of KPOGCL. Comparative analysis may also be done for arriving at a Floor Price.

2.7 LISTING AND POST-CLOSURE ISSUES

- i. Assist in the public subscription process;
- ii. Organize balloting of the Issue in coordination with the Balloter;
- iii. Coordinate with the Bankers to the Issue for obtaining subscription list;
- iv. Coordinate with the Exchange for obtaining NOC for release of IPO proceeds;
- v. Submit reports to SECP and the Exchange;
- vi. Assist the Company in any post-closing issues during the transaction.

2.8 CORPORATE ACTIONS

The Consultant shall closely liaise with the Company in regards with requisite corporate actions required for seamless execution of the Transaction.

3 KPOGCL's Obligation

KPOGCL will provide as much assistance as possible to facilitate the Consultant in this assignment.

4 Project Duration

The Consultant will be required to complete the assignment within six (06) months or as may be agreed between the parties.

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5 Project Administration

5.1 KPOGCL's Coordinator:

KPOGCL designates Mr. Muhammad Naeem Khan, (Manager Corporate Finance, Corporate Affairs and Taxation), as Client's Coordinator/Management Representative (MR). 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.

5.2 Consultant's Coordinator(s):

["The Consultant"] designates [name, designation, email, phone, cell of coordinator] as Coordinator(s) with the Client.

6 Ownership of Material

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

7 Payment Conditions and Applicable Tax

7.1 The total value of contract will be [Rs xxx] [amount in words] inclusive of all applicable taxes according to prevailing rules and regulations of Pakistan & Khyber Pakhtunkhwa, for the services mentioned in the 'Scope of Work'. All taxes applicable at the time of payment will be deducted from payment as per prevailing applicable laws. In case of WHT Exemption, provide certificate or Government SRO, as the case may be. Likewise, in case of KPST Exemption/percentage differentiation, provide Certificate or Government SRO, as the case may be. Copy of KPST's challan of 4/5th deposit amount shall be submitted to KPOGCL within 7 days of its due date of deposit. In case challan(s) of 4/5th deposit is/ are not submitted to KPOGCL within the stipulated time i.e. within 7 days of its due date of deposit, KPOGCL has the right to withhold further payments.

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

S.#	Payment	Scope of Work Reference	Timeline (Weeks)	% Payment
1	Mobilization Advance at time of Kick-off meeting	4.1 (i), (ii)	02	10
2	Submission of Valuation Report	4.1 (iv), (v)	05	5
3	Finalization of Information Memorandum	4.1 (vi)	06	5
4	Upon approval of Prospectus from PSX	4.1 (vii), (viii), (ix), 4.3,	10	15

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S.#	Payment	Scope of Work Reference	Timeline (Weeks)	% Payment
		4.7 (v)		
5	Upon approval of Prospectus from SECP	4.1 (x), 4.2, 4.3, 4.7 (v)	13	15
6	i. Marketing Plan ii. Arrangement of Road Shows iii. Meetings with potential investors	4.1 (xi), (xii), (xiii), 4.4	14	3
7	Assistance in appointment of sub-consultants	4.5, 4.7 (ii), (iii), (iv)	6-24	2
8	Book Building	4.6	17	10
9	General Public Subscription	4.7 (ii)	24	15
10	Post-closing	4.7 (vi)	As per circumstances	20

7.3 All payments shall be due and made within thirty (30) days after receipt of invoices with supporting document by the KPOGCL.

7.4 All payments shall be made subject to acceptance of services by the CEO-KPOGCL.

Bank details of the Consultant are:

Account Title : [Title of Account]

Bank : [Bank Name]

Branch : [address of operating bank branch].

Account No : [Account No]

IBAN : [IBAN]

8 TERMINATION

8.1 **By the Client** -The Client may terminate this Contract, by serving to the Consultant not less than thirty (30) days prior written notice of termination, to be given after the occurrence of any of the events specified in paragraphs (i) through (vi) of this sub-clause.

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- i) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within ten (10) calendar days after being notified or within any further period as the Parties may subsequently agree in writing;
- ii) If the Consultant becomes insolvent or bankrupt or enters into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii) If the Consultant fails to comply with any final decision reached as a result of the arbitration proceedings, if any;
- iv) If the Consultant submits to the Company a statement which has a material effect on the rights, obligations or interests of the Company and which the Company comes to know to be false;
- v) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of Thirty (30) calendar days;
- vi) If the Company, in its sole discretion, decides to terminate this Contract.

8.2 By the Consultant - The Consultant may terminate this Contract, by serving not less than thirty (30) days prior written notice to the Client, such notice to be given if the Client fails to pay any dues to the Consultant pursuant to this Contract (and not subject to dispute pursuant to Clause 14) within Twenty (20) calendar days after receiving prior written Notice from the Consultant that such payment is overdue.

8.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 8.1 or 8.2, the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner. Any document, data, information received by the Consultant from the Company and any related draft document(s) prepared by the Consultant shall be returned to the Client by the Consultant.

8.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 8.1 or 8.2, the Client shall make the following payments to the Consultant:

- i) Remuneration pursuant to 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;
- ii) In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remuneration shall be determined by the Client with respect to the deliverables by the Consultant.
- iii) The decision of Client in this regard will be final and will not be challenged.



9 PERFORMANCE STANDARD

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

10 CONFIDENTIALITY

- 10.1 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.
- 10.2 This confidentiality undertaking shall not apply to any information:
- Which is publicly available or becomes publicly available through no act of the receiving Party;
 - Which was in the possession of the receiving Party prior to its disclosure;
 - Which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
 - Which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
 - 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
 - Which is disclosed to an Affiliate of the receiving Party on a need to know basis.
- 10.3 The Consultant shall be responsible for ensuring that all persons to whom Confidential Information of the Client 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.
- 10.4 On expiry or termination of the Contract for any reason, the Consultant shall return or destroy the Client's Confidential Information which is at that time in his possession or under his control, provided that nothing herein shall prohibit from maintaining copies of documents provided by the Client in accordance with its record retention policies and document retention policies as may be required by law or any Regulatory/ Accreditation Body.
- 10.5 The Consultant shall not, during the term of this Contract and within two years after its completion, 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.

11 ASSIGNMENT

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

KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED

(KPOGCL)

(KP Government Fully Owned & Provincial Holding Company)

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

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

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

In relentless pursuit for Energy Security of Pakistan



12 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 of both parties.

13 GOVERNING LAWS AND JURISDICTION OF COURTS

The Contract shall be governed by the applicable laws of Islamic Republic of Pakistan, within the Jurisdiction of Law Courts of Peshawar.

14 DISPUTE RESOLUTION

- i. 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.
- ii. 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.
- iii. 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 shall have the exclusive jurisdiction.

FOR THE CLIENT:

Name: **Raziuddin (Razi)**

Signature: _____

Date: _____

Seal:

Witness name: _____

Signature: _____

ON BEHALF OF CONSULTANT:

Name:

Signature: _____

Date: _____

Seal:

Witness name: _____

Signature: _____

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ANNEX - A

DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANT

I, (Name): _____

(Designation): _____

(Firm's Name): _____

1. I am an authorized signatory of the Consultant, mentioned in the Technical and Financial 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/RFP/542/2018**) 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 within the time stipulated by KPOGCL and that any non-supply of such information would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full name:

NIC/Passport:

Date:

Seal:

NOTE: Please attach the Declaration to the Technical Proposal.