



# 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

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## REQUEST FOR PROPOSAL (RFP)

# HIRING SERVICES OF CORPORATE ADVISORY FIRM FOR KPOGCL

**TENDER NO: KPOGCL/TENDER/543/2018**

**Bid Submission 11:00am /Date: 26 December, 2018**

**Bid Closing 11:00am /Date: 26 December, 2018**



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## 1. PURPOSE

The purpose of hiring of services of corporate advisory firm is to facilitate KPOGCL in achieving compliance with Companies Act 2017, Public Sector Companies (Corporate Governance) Rules, 2013 and other applicable rule/regulation promulgated by SECP from time to time by ensuring timely filing of returns/forms through proactive approach.

## 2. INTRODUCTION:

Khyber Pakhtunkhwa Government (KPK), 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; whose are mostly Experts from the private Sector with Mr. Muhammad Haneef 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 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



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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.

### **3. SCOPE OF WORK / TERMS OF REFERENCE / DELIVERABLES:**

The consultant / corporate advisor shall be required to render the following services.

- (1) Advise on corporate affairs under the Companies Act, 2017, Securities and Exchange Commission of Pakistan Act 1997, Securities Act 2015 and related Laws, Rules and Regulations.
- (2) Advise/handle of regulatory matters falling under the purview of the Securities and Exchange Commission of Pakistan (SECP), Headquarters.
- (3) Advise on statutory compliances with respect to Board of Directors meetings and general meetings of Company.
- (4) Advise/facilitate on preparation of resolutions requiring approval of the Board of Directors and resolutions for seeking approval of the shareholders in the general meetings.
- (5) Advise on compliances with the Public Sector Companies Code of Corporate Governance Rules.
- (6) Assist in filing of periodical returns with Company Registration Office.
- (7) Obtaining of regulatory approvals on various matters from SECP.
- (8) Advise on issue of right shares and compliance of law and regulations.
- (9) Advise on issue of shares other than right shares and obtain regulatory approvals.
- (10) Advise on issue of preferences shares and obtain approval of the shareholders as well as SECP.
- (11) Advise on issue of term finance certificates (TFCs) and Sakuks.
- (12) Advise on mergers/acquisitions/restructuring of companies.
- (13) Advise on structuring of Employees Stock Option Scheme and obtaining regulatory approval.
- (14) Advise on making of public issue of shares as and when required.
- (15) Advise on listing regulations of Stock Exchange, as and when required.
- (16) Seeking extension/directions in the time period for AGM



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## CHECK LIST FOR CORPORATE ADVISORY FIRM

Documentary proofs should be attached with Technical proposal:

S.No	Documentary Requirements	Yes	No
1	Filer/ Tax Payer (With Proof).		
2	Registration under rules of Govt of Pakistan (i.e. Incorporation Certificate, Form H etc)		
3	A certificate/affidavit on Stamp paper indicating that the firm is not blacklisted by any Government Autonomous Body.		
4	Registration with KPRA (Revenue Authority)		



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## 4. LETTER OF INVITATION:

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

Name \_\_\_\_\_

Add: \_\_\_\_\_

Dear Mr./Ms:

1. The *Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)* (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services:

\_\_\_\_\_.  
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
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,

Muhammad Haneef

CEO KPOGCL



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## 5. 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.

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 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 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.

## 6. TECHNICAL EVALUATION CRITERIA (TEC)

6.1 The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information will be declared non responsive.



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For your response to the RFP to be considered by KPOGCL, interested firms must respond to this RFP in all respects.

6.2 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.

6.3 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.

6.4 Curriculum Vitae (CV) for Proposed Professional Staff.

**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.		Criteria for Weight age	Total Marks (100)	Obtain Marks
<b>1</b>	<b>Past Experience</b>		<b>(45 Marks)</b>	
1.1		<b>Past Experience of the Firm</b> <ul style="list-style-type: none"> <li>▪ 15 Years and above <span style="float: right;">25</span></li> <li>▪ Less than 15/Y &amp; greater than or equal to12/Y <span style="float: right;">20</span></li> <li>▪ Less than 12/Y &amp; greater than or equal to09/Y <span style="float: right;">15</span></li> <li>▪ Less than 09/Y&amp; greater than or equal to06/Y <span style="float: right;">10</span></li> <li>▪ Less than 06/Y &amp; greater than or equal to03/Y <span style="float: right;">05</span></li> <li>▪ Less than 03 years <span style="float: right;">00</span></li> </ul>	25	
1.2		<b>Team Lead Experience in Interpretation and application of Corporate Law</b> <ul style="list-style-type: none"> <li>▪ 10 Years and above <span style="float: right;">20</span></li> <li>▪ Less than 10/Y &amp; greater than or equal to08/Y <span style="float: right;">15</span></li> <li>▪ Less than 08/Y &amp; greater than or equal to06/Y <span style="float: right;">13</span></li> <li>▪ Less than 06/Y&amp; greater than or equal to04/Y <span style="float: right;">10</span></li> <li>▪ Less than 04/Y &amp; greater than or equal to02/Y <span style="float: right;">05</span></li> <li>▪ Less than 02 years <span style="float: right;">00</span></li> </ul>	20	
<b>2</b>	<b>Corporate Affairs</b>		<b>(30 Marks)</b>	







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Costing Table		
A	B	C
Sr.	Descriptions	Amount
1	Services Cost Excluding Provincial Sales Tax per Month	
2	KPST at Applicable Rate	
7	<b>Grand Total of Column C Per Month</b>	
8	Deduction WHT (10%=0.10) from Firm ( <b>C7 x 0.10</b> )	
9	Deduction (1/5 of 15%=0.02 KPST) for filer ( <b>C7x.02</b> )	
10	Monthly Net Payment By Cross Cheque ( <b>Row (7-8-9= 10)</b> )	

- i. All fees / rates quoted are inclusive of all Government applicable taxes.
- ii. All the taxes will be deducted at the time of payment as per government applicable Laws/Rules. Requests for Currency fluctuation adjustments shall not be given.
- iii. In case of WHT Exemption, provide exemption certificate or Government SRO, as the case may be.
- iv. 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

## 8. DURATION OF CONTRACT:

The period of contract shall be initially for the term of 03 years from the date of signing of contract. Renewal of contract for another term shall be on mutually agreed terms and conditions.



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## 9. 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:

$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

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.

## 10. GENERAL CONDITIONS:

9.1 The competing firms should be listed with Sales Tax and Income Tax Authorities.

9.2 Technical and Financial proposals should be submitted at the following address by 11:00am/26 December, 2018. **Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3<sup>rd</sup> Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.**

9.3 The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the Financial Proposal shall be placed in a sealed 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 “**HIRING SERVICES OF CONSULTANT / CORPORATE ADVISOR FOR KPOGCL**” and dropped in a box kept at KPOGCL Head



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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 9.2.

- 9.4 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 9.5 KPOGCL has right to cancel/reject all the bids at any time prior to the acceptance of a bid following KPPRA Rule 47.
- 9.6 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.
- 9.7 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 9.8 Technical proposals will be opened and result will be announced later.
- 9.9 The firm/consultant should be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA)** following KPPRA Rule 37A.
- 9.10 Bid submission falls on public holiday then next work day will be consider for bid opening.
- 9.11 KPPRA Rule 29-Professional Liability of Consultants shall be applicable.
- 9.12 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 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 thereby incurring any liability to the Bidders or giving any reason.
- 9.13 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the KPOGCL on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 9.14 Technical Committee of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- 9.15 All queries must be sent to:

HOD SCM,

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

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cc: [haneef@kpogcl.com.pk](mailto:haneef@kpogcl.com.pk), Cell: +92 0333 5556781,

[asif.kamal@kpogcl.com.pk](mailto:asif.kamal@kpogcl.com.pk), Cell: +92 300 5342514

## 11. 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 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.

## 12. 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.

## 13. 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 KPOGCL will make its best effort to complete negotiations, if any within this period. If the need arise; however, the 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, 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.



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## 14. 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.

## 15. PROPOSALS INSTRUCTIONS:

*All proposals must be sent to:*

**Mr. Muhammad Haneef**  
**Chief Executive Officer (CEO),**  
**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: [haneef@kpogcl.com.pk](mailto:haneef@kpogcl.com.pk),

cc: [asif.kamal@kpogcl.com.pk](mailto:asif.kamal@kpogcl.com.pk), [tariq.scm@kpogcl.com.pk](mailto:tariq.scm@kpogcl.com.pk)

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Proposals are due at above address not later than **11 am, on 26 December, 2018.**

**Pre-Bid Meetings:** Pre-Bid Meeting will be held at on **1100 hrs 18<sup>th</sup> December, 2018** at KPOGCL HO Peshawar.

## 16. 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.

## 17. PROJECT ADMINISTRATION:

Coordinator: KPOGCL designates Mr. \_\_\_\_\_ 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.



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## 18. CONFIDENTIALITY:

1. Any data provided by the KPOGCL 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 KPOGCL is strictly prohibited. All Confidential Information shall be the sole property of the KPOGCL. 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 KPOGCL facilities, installations and operations etc. to unauthorized parties or person. 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 KPOGCL take ground or aerial photographs of the site, rig, installation or existing facilities of the KPOGCL.
3. The Bidder/Contractor further undertakes that it shall not, except with the prior written consent of the KPOGCL:
  - 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 KPOGCL 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.

## 19. 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



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- 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.

## **20. 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.

## **21. 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.

## **22. NO OBLIGATION**

This request for proposal does not obligate the KPOGCL 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 KPOGCL further reserves right to reject one or





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all proposals before opening of bids, extend any deadlines or require for additional information without assigning any reason whatsoever.

## 23. 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 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.