

# 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

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## **REQUEST FOR PROPOSAL (RFP)**

### **HIRING OF SERVICES FOR CHARTERED ACCOUNTANT FIRMS/TAX PRACTITIONERS FOR TAX CONSULTANCY SERVICES ON RETAINERSHIP BASIS.**

**TENDER NO: KPOGCL/RFP/567/2023**

**Bid Submission Time/ Date: at 11:00 am on 14-Feb-2023 and**

**Opening at 11:30 am on 14-Feb-2023**

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## BASIC DATA SHEET

1	<b>Name of the Assignment is:</b> Hiring of Services for Chartered Accountant Firms/Tax Practitioners For Tax Consultancy Services On Retainer ship Basis. <b>The Name of the PE's Official (s):</b> Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) <b>Address:</b> 3 <sup>rd</sup> Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan. <b>Telephone:</b> +92 91-9216283 Fax: - +92 91-9216295
2	<b>The method of selection is:</b> Quality and Cost Best Selection (QCBS)
3	<b>KPPRA RULE: 27</b>
4	<b>Contract Duration: 03 Years</b>
5	<b>Financial Proposal to be submitted together with Technical Proposal: Yes</b>
6	The Proposal submission address-3 <sup>rd</sup> Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan. Proposals must be submitted not later than the following date and time: 11:00 am on 14-Feb-2023, Opening of the bid is 11:30 am on 14-Feb-2023. Pre-Bid Meeting is 11:00 am on 08-Feb-2023
7	Proposals validity: 90 Days
8	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: E-mail: <a href="mailto:ceo@kpogcl.com.pk">ceo@kpogcl.com.pk</a> , cc: <a href="mailto:tariq.scm@kpogcl.com.pk">tariq.scm@kpogcl.com.pk</a>
9	The format of the Technical Proposal to be submitted is: Form Tech-1, Form Tech 2..
10	Amounts Payable by the PE to the Consultant under the contract to be subject to provincial taxation, KPST etc.
12	Consultants to state cost in the national currency i.e. PKR only.
13	Consultant must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal.



## 1. PURPOSE

KPOGCL intends to hire Tax Consultancy Services for achieving Tax compliance with all applicable rules, laws and regulations.

## 2. KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) incorporated in 2013, is a provincial holding company, incorporate with the aim to run as a corporate entity. The establishment of KPOGCL was as a result of the KPK Government's willingness to create a company of its own for the purpose of Oil & Gas services and exploration & production in the province. KPOGCL aims to engage efficiently, responsibly and profitably in the oil and gas exploration & production in competitive environments.

## 3. TERMS OF REFERENCE & DELIVERABLES:

### 1. SCOPE OF WORK

The Scope of Services shall consist but not limited to the following:

#### A. Strategic Tax Issues

- i. As and when required advising the company on long term tax planning to minimize the tax burden while remaining within the boundaries of applicable tax laws.
- ii. The advisor shall respond to day to day queries regarding tax issues during normal course of business (includes verbal, written & email options).
- iii. Provision of regular updates on changes in Income Tax, Federal Sales Tax, and All Provincial Sales/Service Tax laws, Federal Excise Duty and Companies Act 2017.

#### B. Monthly Retainer

##### 1. Income Tax

- i. Preparation and filing of annual tax return with Inland Revenue Department, including underlying Income tax computation on finalization of accounts and revision of return, if required.
- ii. Preparation of application seeking extension in time for submission of annual tax return and filing with Inland Revenue Department, if required
- iii. Attendance before tax authorities and responding to notices issued in connection with annual tax return and/or any other matter related to Income Tax ordinance, 2001 and audit proceedings till finalization of assessment.
- iv. Computation of quarterly advance tax based on the information provided and assistance in payment of advance tax including submission of the advance tax statement along-with computation and evidence of payment to Inland Revenue Department.



- v. Obtaining exemption certificate from Inland Revenue Authorities under various sections of Income Tax Ordinance 2001 as and when required
- vi. Assistance in giving tax credits as per Income Tax Ordinance 2001
- vii. Preparation and filing of refund application for refund due, if any
- viii. Routine advices on all tax matters.

## 2. Withholding Tax Statements>Returns

- i. Calculation of income tax liability in respect of salary of all employees of the company on a monthly basis.
- ii. Review and assistance in filing of withholding tax statements under section 149 and 165 of Income Tax Ordinance, 2001 on the basis of data provided by the company
- iii. Review and assistance in filing of annual salary and non-salary withholding tax statements on the basis of data prepared by the company
- iv. Assistance in preparation of e-payments/ creation of PSIDs for monthly tax withheld by the Company from salaries or from vendors

## 3. Sales Tax (Federal and Provincial)

- i. Assistance in preparation and filing of sales tax monthly returns on the basis of data provided by the Company
- ii. Review and assistance in filing of annual sales tax withholding statements/returns on the basis of data prepared by the company
- iii. Preparation of application seeking extension in time for submission of monthly or annual tax returns if required
- iv. Assistance in preparation of e-payments/ creation of PSIDs for deposition of due sales tax
- v. Assistance in giving tax credits as per related Sales tax or FED, wherever applicable
- vi. Attendance before tax authorities and responding to notices issued in connection with sales tax return and/or any other matter related to Sales Tax Act, 1990 or the Khyber Pakhtunkhwa Sales Tax on Services Act, 2022 and audit proceedings till finalization of assessment.
- vii. Preparation and filing of refund application for refund due, if any
- viii. Routine advices on all tax matters.

## C. Appeals and Procedures

- i. Preparation and filing of appeal documents with Commissioner Inland Revenue/Collector (Appeals) and arguing and defending such appeals or defending company in case of appeals filed by the tax department including preparation of written submissions and attending hearings.
- ii. Preparation and filing of appeal documents with Appellate Tribunal and arguing and defending such appeals or defending company in case of appeals filed by the tax department including preparation of written submissions and attending hearings.

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- iii. Preparation and filing of stay application before relevant appellate forums under the Income Tax Ordinance and Sales Tax Acts (Federal and Provincial) or other relevant laws and regulations and getting the stay order, where required
- iv. Preparation and filing of rectification application under the Income Tax Ordinance, Sales Tax Acts (Federal and Provincial) and other relevant laws and regulations, where required
- v. Advising on the related matters, and dealing in tax matters, wherever required.
- vi. Tax Audits proceedings

## **D. Tax Training**

- i. Tax consultant shall provide regular trainings as and when desired by the company to the staff of the company on taxation matters, filing of returns & statements etc.
- ii. Tax consultant shall provide regular trainings to the staff of the company to enhance their knowledge and skills in respect of taxation matters relating to compliance, appeals etc.

## **2. DELIVERABLES**

- i. Tax compliance plan
- ii. Due diligence reports as and when required
- iii. Tax planning advice
- iv. Monthly withholding statement submission
- v. Monthly returns under sales tax/excise duty
- vi. Quarterly advance tax computation
- vii. Computation of annual taxable income and tax liability
- viii. Annual tax return submission
- ix. Tax advice as per TORs
- x. Regular updates on Income Tax, Federal & Provincial Sales tax, Federal Excise Duty and Companies Act 2017
- xi. Responses to show cause notices and appearance before tax authorities as and when required
- xii. Tax training to employees
- xiii. Any other deliverables arising out of above tasks



### 3. CHECK LIST FOR CONSULTANTS/ FIRMS

**Note:** DOCUMENTARY PROOFS/EVIDENCES ARE REQUIRED WITH TECHNICAL PROPOSAL. OTHERWISE BID WILL BE CONSIDERED NON-RESPONSIVE.

Table. 01

S. #	Mandatory Requirements	Yes	No
1	Tax Registration Certificates along with Proof of being Filer/ Active Tax Payer Status i.e. WHT and GST, NTN etc.		
2	Proof of registration and Filer/ Active Tax Payer with Khyber Pakhtunkhwa Revenue Authority (KPRA) following KPPRA Rule 37 (A).		
3	A certificate/affidavit on Stamp paper indicating that the firm is not blacklisted by any Government/Autonomous bodies.		
4	Firm should have 03 offices in Pakistan registered with ICAP and must have at least one office in in Islamabad and one in Peshawar.		
5	Registration with Institute of Chartered Accountants of Pakistan (registration certificate of ICAP).		
6	Affidavit from the firm, to the effect, that all the documents, statements and information provided with the proposal are complete, true and correct in all aspects.		
7	Firm should have at least 04 partners		



#### 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 Rules 2014.
3. The RFP includes the following documents:
  - a. Letter of Invitation
  - b. Instructions to Consultants
  - c. Terms of Reference
  - d. Technical Proposal - Standard Forms
  - e. Financial Proposal - Standard Forms
4. Please inform us in writing at the following address 3rd 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,

**CEO KPOGCL**





## 5. PROCESS OF HIRING AND PROPOSAL INSTRUCTION

The interested Bidders should 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 70% and 30% weight age, respectively.

Financial bids of only the Technically Qualified Bidders shall be opened.

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.

FINANCIAL PROPOSAL must be submitted in sealed envelope. Bidder must clearly mark outside of the envelope as "FINANCIAL BID" along with the bidder name 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 Consultant without additional charge to KPOGCL.

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



## 6. CONTENTS OF TECHNICAL PROPOSAL

- a. Firm's / tax practitioner's complete profile.
- b. Office address with information on contact person and contact numbers in Islamabad Or Peshawar
- c. Copy of NTN of the firm / tax practitioner.
- d. Extracts from copy of partnership deed identifying names of partners
- e. Firm (chartered accountant or law firm) should have at least four or more partners. One Partner will be proposed as Engagement Partner and one Partner will be proposed as Quality Review Partner

## 7. TECHNICAL EVALUATION CRITERIA (TEC)

- a. 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.
- b. A Bid having secured at least 70% in Technical will be considered responsive for opening of the Financial Bid.
- c. Final marks will be allotted on a weighted average basis with 70% percent weight given to technical marks and 30% weight given financial marks
- d. 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



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**Table. 02: Technical Evaluation Criteria**

The proposal will be evaluated based on following factors:

Sr.#	Criteria Requirements	Total Marks	Obtained Marks
1.	<b>Experience of the Consultants relevant to the assignment</b>	<b>35 Marks</b>	
a.	<b>Firm should have a handsome Corporate Clientele (public limited, private limited, not for profit organizations, INGOs, Government sector organizations)</b> Less than 50 Clients = 2 marks 50 to 75 Clients = 05 marks More than 75 Clients = 10 marks Copies of Agreements / Engagement confirmation letters from clients should be submitted with the proposal	10	
b.	<b>Firm should have provided Taxation Services to Oil &amp; Gas Sector (exploration, production companies only) clients in last 3 years</b> Less than 03 Clients = 0 marks 03-06 Clients = 05 marks more than 06 clients = 10 marks	10	
c.	<b>Firm should have provided at least 3 tax due diligence consultancies to Oil Gas clients w.r.t transactions of acquisitions (buyer side or seller side) in the last Six (06) years</b>	15	
2.	<b>Key professional staff qualifications and competence for the assignment</b>	<b>55 Marks</b>	
a.	<b>Engagement Partner (based in Peshawar or Islamabad)</b>	<b>20</b>	
i.	Fellow Chartered Accountant/ Advocate High Court or Supreme Court.	4	
ii.	At least 12 years of Partner Level experience in professional practice.	4	
iii.	At least 12 years as partner of firm handling tax matters or Tax Practice	4	
iv.	Must be member of any tax bar association in Islamabad Or Peshawar	4	
v.	Should have at-least 10 Years of Teaching / Training Experience as trainer/ teacher on Taxation	4	



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b.	<b>Quality Review Partner (based in Peshawar or Islamabad)</b>	<b>20</b>	
i.	Fellow Chartered Accountant/ Advocate High Court or Supreme Court.	4	
ii.	At least 03 years of Partner Level experience in professional practice.	4	
iii.	At least 05 years' experience of working in oil and gas sector entity	8	
iv.	Must be member of any tax bar association in Islamabad or Peshawar	4	
c.	<b>Engagement Team</b>	<b>15</b>	
i.	<b>Manager:</b> C.A. Inter with International Certification like CIMA, CPA, APA etc or have master's degree in accountancy or related field and should have valid Income Tax Practitioner License and Should have a minimum work experience of 08 years	8	
ii.	<b>Assistant Manager / Supervisor:</b> C.A. Inter or have master's degree in accountancy or related field and should have valid Income Tax Practitioner License and Should have a minimum work experience of 05 years	7	
3.	<b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</b>	<b>10 Marks</b>	
i.	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	5	
ii.	Approach and methodology	5	

**Minimum Obtained Marks required for technical qualification: 70%**



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## 8. FINANCIAL EVALUATION CRITERIA (FEC)

### *Financial Evaluation Criteria/ (FEC)*

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

**Table. 03 Pricing Schedule**

Sr. No	Description	Amount in PKR
1.	Monthly charges of Tax Consultancy services	
2.	Add: Out of pocket expenses	
3.	Add: Provincial Sales Tax	
	<b>Total Monthly Fee</b>	

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

## 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:



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$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

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.

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

## 10. GENERAL CONDITIONS

- 10.1 The competing firms should be listed with Sales Tax and Income Tax Authorities.
- 10.2 Technical and Financial proposals should be submitted at the following address following **KPPRA Rule 37(4)** by time/date, 11:00 am on 14-Feb-2023, **Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.**
- 10.3 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”. Both the envelopes should be then placed in one large envelope clearly marked “**KPOGCL/RFP/567/2023 having subject “CHARTERED ACCOUNTANT FIRMS/TAX PRACTITIONERS FOR TAX CONSULTANCY SERVICES ON RETAINERSHIP BASIS”** 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 Clause 15.



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- 10.4 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 10.5 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.
- 10.6 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 10.7 The firm/consultant should be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA) following KPPRA Rule 37(A)**.
- 10.8 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract signing. 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.
- 10.9 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.
- 10.10 Technical Committee of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- 10.11 KPOGCL reserves the right to cancel or reject all bids/ proposals at any time prior to its acceptance as per KPPRA Rule 47(1) and evaluation shall be compliance with KPPRA Act and Rules.
- 10.12 All queries must be sent to:  
HOD SCM,  
**Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)**  
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## 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





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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 Consultant is bound to extend the validity to avoid wastage of time of both the parties.

## 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. Nasir Khan**  
**Acting Chief Executive Officer (A-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: [ceo@kpogcl.com.pk](mailto:ceo@kpogcl.com.pk),  
cc: [tariq.scm@kpogcl.com.pk](mailto:tariq.scm@kpogcl.com.pk)  
Tel: +92 91-9216283, +92 91-9216029  
Fax: +92 91 9216295

Following KPPRA Rule 37(4), Proposals are due at above address not later than **11 am**, on 14-Feb-2023 and Opening of the bid **11:30 am**, on **14-Feb-2023**.

**Pre-Bid Meetings:** Pre-Bid Meeting will be held at on **1100 am, on 08-Feb-2023** at KPOGCL HO Peshawar.

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

## 16. LANGUAGE, PREPARATION OF PROPOSAL

- The Proposal and correspondence exchanged by the Bidder/Consultant and the Client shall be written in English language.



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- b. In preparing their Proposal, Bidder/Consultant is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

## 17. TERM OF THE CONTRACT

The qualified firm will be required to provide **CHARTERED ACCOUNTANT FIRMS/TAX PRACTITIONERS FOR TAX CONSULTANCY SERVICES ON RETAINERSHIP BASIS** is for 03 Years.

## 18. PROJECT ADMINISTRATION

Coordinator: KPOGCL designates HOD Finance Department or as per direction of higher management 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

1. Any data/assignment provided by the KPOGCL or which the Bidder/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 Confidential Information. Duplication or disclosure of such Confidential Information by Bidder/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 Bidder/Consultant hereby agrees not to disclose said data, information, and any interpretations thereof, or data/assignment 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. The Bidder/Consultant further undertakes that it shall not, except with the prior written consent of the KPOGCL:



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- 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 Consultant,
  - iii. The method, materials, or equipment used and personnel employed, or
  - iv. Any other KPOGCL 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 Bidder/Consultant 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 05 days before the submission date.

At any time before the submission of Proposals, the KPOGCL may amend the RFP by issuing an addendum/corrigendum in writing or by standard print media. 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 of Tax Consultant 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 on Firm's Letter head.

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



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## 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 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 / 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 (KPOGCL) may require further information and we will duly provide that information in the time stipulated by KPOGCL, and that any non-supply of such information 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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## FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)**  
3<sup>rd</sup> Floor, Ali Towers, Opposite Customs House, University Road,  
Peshawar, Khyber Pakhtunkhwa, Pakistan.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **CHARTERED ACCOUNTANT FIRMS/TAX PRACTITIONERS FOR TAX CONSULTANCY SERVICES ON RETAINERSHIP BASIS** in accordance with your Request for Proposal dated: \_\_\_\_\_ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: \_\_\_\_\_

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] '. \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_



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## FORM TECH-2. Consultant's Organization

### *Consultant's Organization*

Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.