



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

REQUEST FOR PROPOSAL (RFP)

FOR

Catering Services in Lakki Block KPOGCL

Base Camp

TENDER NO: KPOGCL/RFP/520/2018

Bid Submission Time/Date : 1200hrs, 20th March, 2018



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Contents

1. INTRODUCTION:.....	3
2. SCOPE OF WORK	4
3. Letter Of Invitation:.....	5
4. Process of Hiring and Proposal instruction	6
5. Technical Evaluation Criteria (TEC).....	7
6. Financial Evaluation Criteria (FEC).....	8
7. Selection for Award.....	10
8. General Conditions:.....	11
9. Conflict of interest:.....	14
10. Fraud & Corruption:	14
11. Proposal validity:	14
12. Only One Proposal	15
13. Proposals Instructions:	15
14. Language, Preparation of Proposal:	16
15. Confidentiality:	16
16. Dispute Resolution:.....	17
17. Disclaimer by KPOGCL	19
Annexure- B	21
Annexure C	23



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)

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

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

1. INTRODUCTION:

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

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

The Company is also member of Pakistan Petroleum Exploration & Production Companies Association (PPEPCA). It is run by an independent Board of Directors, who mostly are Experts from the private Sector with Mr. Raziuddin (Razi) as its CEO. Though, being newly established, the Company is in its embryonic stage of development but owing to the strong support and patronization it has, from the KP Government, it has very rapidly developed its 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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)

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

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

hidden treasure of huge reserves of Oil and Gas initially through the province's indigenous Institutions, in which KPOGCL has taken the lead and later on through other multinational E&P Companies while KPOGCL continue to pay its role of 'One Window of Operation' for them.

2. SCOPE OF WORK

The Firm will have minimum 05 years experience for provision of catering/camp services for Drilling Rigs/Seismic Crew of Oil Companies.

1. The Catering/ camp services personnel on Company roll will have minimum 05 years experience of such services of Oil companies.
2. The bidder(s) will provide the catering/camp services.
3. The Bidders will arrange the groceries/ food stuff for the mess utilization.
4. The bidder(s) will provide the Catering/ camp services as per location of deployment of Seismic crew in Lakki Block (District Lakki and Dera Ismail Khan).
5. The catering/Camp Services will provide all services related to Cooking, meal serving/ distribution, dish Washing and basic utensils/equipment for cooking for respective camp.
6. The Contractor will be responsible for movement of the personnel to pick and drop point of Base camp.
7. KPOGCL will provide Store Room, Kitchen, Gas Facility, Water and Electricity.
8. The Contractor will provide proper uniform to the personnel as per oil industry standards for these services.
9. The contract will initially be for Six (06) Months and can be extended further on performance basis.
10. The bidders will also attach the contract record of such services provided to drilling rigs/Seismic crew-recorder of other Oil Companies.
11. The bidder will ensure that its quotation is complete in all respect such that KPOGCL is able to perform a complete and meaningful evaluation.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)

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

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

12. The commercial proposal shall be strictly in line with the scope of work and as per given rate format on daily basis.
13. Health insurance of the offered crew will be responsibility of the bidder.
14. The bidder to quote all categories of personnel. In case of partial quote, bid will be rejected

3. Letter Of Invitation:

Insert : Invitation/File No..... ;

[insert: Location and Date]

[insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The [*insert: Name of department/line department / implementing Unit*] (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services: [*insert: name of consulting services assignment*]. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre-qualified/interested Consultants:

[insert: List of Shortlisted Consultants]

It is not Permissible to transfer this invitation to any other firm.

4. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP, in accordance with the KPPR 2014.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms Section



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

4 - Financial Proposal - Standard Forms Section 5 -
Terms of Reference Section 6 - Standard Forms of
Contract

6. Please inform us in writing at the following address *[insert address]*, upon receipt:
- that you received the Letter of Invitation; and
 - Whether you will submit a proposal alone or in association.

Yours sincerely,

[insert: Signature, name, and title of head of the department/ PE 's representative]

4. Process of Hiring and Proposal instruction

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

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

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

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

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

- Project title/subject: _____
- Bidder's name: _____
- Name of authorized person: _____
- Bidder E mail/Cell No. (phone, fax): _____



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

v. Name and address of bidder and authorized person

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

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

Quality Assurance Guidelines

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

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

5. Technical Evaluation Criteria (TEC)

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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Table: 1. Criteria for Technical Evaluation

S.No.	Description	Marks
1	Experience of firm, 5 years=20 marks, 3years=15, 1 years = 10	20
	No. of projects, 4 = 30, 3= 25, 2= 20	30
2	Last 03 years audited financial reports	20
3	Personnel Experience in catering , 4 years = 30, 3 years=25, 1 years = 20	30
	TOTAL	100%

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.

6. Financial Evaluation Criteria (FEC)

Financial Evaluation Criteria/ (FEC)

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

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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Table 2: Pricing Schedule

A	B	C	D	E
Sr.	Descriptions	Per Person per Day Price/with Taxes	Total Per Day Price/with Taxes D= CxB	Total Per Month Price With Taxes E=Dx30
1	Senior 40 Nos.			
2	Middle 60 Nos.			
3	Security & Labour Staff 500 Nos.			
Add	KPST (15%)			
	Total Price			
Less	WHT Company (Filer @ 8% or Non Filer @ 14.5%)			
	WHT Non-Company (Filer @ 10% or Non Filer 17.5%)			
	Net Payable			

All fees/rates quoted shall be inclusive all services mentioned in Scope of work in Annex-A.

All fees / rates quoted are inclusive of all applicable taxes

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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

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

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

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

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

Where:

FM = Financial Marks

FL = Lowest financial bid

F = Cost of the proposal under consideration

7. Selection for Award

Bidder should be aware that the KPOGCL shall perform a “best value analysis” 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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

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.

8. General Conditions:

- 11.1 The competing firms should also be listed with Sales Tax and Income Tax Authorities.
- 11.2 2% bid bond shall be placed in the Financial Proposal envelope and NOT in the Technical Proposal Brown Envelope. Including 2% bid bond in the Technical Proposal shall cause rejection of the Bid. An affidavit from the bank/Vendor must accompany the Technical Proposal that a 2% Bid Bond has been given to the bidder.
- 11.3 The 2% Bid Bond, CDR or PO/DD from any of these banks/corresponding banks (ABL, MCB, HBL, Askari, UBL, Al Faysal, Meezan, Standard Chartered, NPB, BOK or DIB) shall accompany the Financial Proposal and remain valid for 120 days of bid opening date. The Bank Guarantee will be issued by Bank in accordance with the format, which will become effective automatically on expiry of date of bid bond as per **Annexure-B** of the tender Documents. The Bid Bond must not accompany the Technical Proposal it should only accompany the affidavit, instead it should be in the same envelop with the FINANCIAL BID.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

- 11.4 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish to KPOGCL, the Bank Guarantee / Performance Bond for an amount equivalent to 8% of cost of contract (Annexure–C)
- 11.5 The Bank Guarantee / Performance bond shall remain valid and in full force and effect during validity of the contract.
- 11.6 The validity of Bank Guarantee / Performance Bond shall be extended by the Bidder if the completion of contract is delayed, whether in whole or in part.
- 11.7 The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the Bidder.
- 11.8 The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
- 11.9 Technical and Financial proposals should be submitted at the following address by 12:00 PM on **20th March, 2018**. **Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL), 3rd Floor, Ali Towers, Opposite Customs House, University Road, Peshawar, Khyber Pakhtunkhwa, Pakistan.**
- 11.10 The Technical Proposal shall be placed in a sealed brown envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the Financial Proposal shall be placed in a sealed white envelope clearly marked “FINANCIAL PROPOSAL” followed by a warning “DO NOT OPEN” WITH THE TECHNICAL PROPOSAL. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. Both the envelope should be then placed in one large envelope clearly marked “PROPOSAL FOR Catering Services for KPOGCL Base Camp Lakki Block” and dropped in a box kept at KPOGCL Head Office. Alternatively, Proposal may also be sent



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

to CEO, KPOGCL by means of courier, Pak Registered Post, by hand etc. so that it reaches before the time/date as per Section 11.2.

- 11.11 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 11.12 The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONTRACTOR FIRM of this RFP should be duly signed and attached with the Technical Proposal Forms.
- 11.13 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 11.14 Technical proposals will be opened and will be announced later.
- 11.15 Financial bids for the bidders qualifying the Technical criteria will be opened at 12:00 am pm on **20 March, 2018 at the same venue.**
- 11.16 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 11.17 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.
- 11.18 All queries must be sent to:

Chief Executive Officer,

Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)

3rd Floor, Ali Towers, Opposite Customs House,
University Road, Peshawar,
Khyber Pakhtunkhwa, Pakistan.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

E-mail: razi.ceo@kpogcl.com.pk

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

cc: shahan.bacha@kpogcl.com.pk, tariq.scm@kpogcl.com.pk

Cell: +, +92 333 9851785, +92 333-1518390

9. 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.

10. 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.

11. Proposal validity:

The proposals shall remain valid for ninety (90) days after the deadline for submission of Proposals. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations, if



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

any within this period. If the need arise; however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal. Bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. If the negotiations process is extended between service provider and KPOGCL till the expiry of the bid validity the contractor is bound to extend the validity to avoid wastage of time of both the parties.

12. 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.

13. Proposals Instructions:

All proposals must be sent to:

Mr. Raziuddin (Razi)

Chief Executive Officer (CEO),

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)

3rd Floor, Ali Tower, Opposite Custom House,

Main University Road Peshawar,

Khyber Pakhtunkhwa, Pakistan.

E-mail: razi.ceo@kpogcl.com.pk,

Cell: +92-333-5380240, +92 300-5001038, +92 333-9851785, +92 333 1518390

Tel: +92 91-9216283, +92 91-9216029, +92 91 9216023

Fax: +92 91 9216295



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Proposals are due at above address no later than **12: 00PM PST, on 20March 2018.**

Pre-Bid Meetings: Pre-Bid Meeting will be held at **12: 00 PM on 12 March 2018** at KPOGCL HQ Peshawar.

14. Language, Preparation of Proposal:

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

15. Confidentiality:

1. Any data provided by the Client or which the Bidder/Contractor or its employees have access to, or which they acquire directly or indirectly under this Tender or during the performance of this Tender, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Bidder/Contractor or any one claiming through it without the prior written consent of the Client is strictly prohibited. All Confidential Information shall be the sole property of the Client. The Bidder/Contractor hereby agrees not to disclose said data, information, and any interpretations thereof, or data derivative there from or any information relating to Client's facilities, installations and operations etc to unauthorized parties or person. The obligations under these provisions shall survive the termination or expiry of the Contract.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

2. Neither the Bidder/Contractor nor any of its employees shall, except with the prior written consent of the Client, take ground or aerial photographs of the site, rig, installation or existing facilities of the Client.
3. The Bidder/Contractor further undertakes that it shall not, except with the prior written consent of the Client:
 - a. Make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - i. The Contract or its terms and conditions,
 - ii. The nature or extent of Services carried out by the Contractor,
 - iii. The method, materials, or equipment used and personnel employed, or
 - iv. Any other Client information in the possession of the Contractor.
 - b. Disclose or convey any of the matters or information referred to in (i) above to any employees of the Bidder/Contractor not directly concerned with the Contract.

16. 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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)

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

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

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



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

17. 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.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Annexure-A

Menu attached in separate file in KPOGCL Website



Copy of KPOGCL
Proposed Menu Sheet



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Annexure- B

Bid bond

KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED

(KPOGCL) 3rd Floor, Ali Towers, Opposite Custom House Main University Road
Peshawar Pakistan

Guarantee No.....
Date of expiry
Amount.....

Dear Sir,

In consideration of M/s.....

herein after called "THE BIDDER" having submitted the accompanying Bid with reference to Tender No: KPOGCL/Tender/520/2018 and in consideration of value received from (the Bidder above), we hereby agree to undertake as follows:-

To make unconditional, immediate and forthwith payment of the sum ofupon your FIRST and SIMPLE written demand without further recourse, question, query, deferment, contestation or reference to the bidder, account party or any other person in the event of the withdrawal of the aforesaid bid by the BIDDER before the end of the period specified in the Bid after the opening of the same for the validity thereof or if no such period be specified, within 150 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:

Fails, refuses or delays to execute the Contract in accordance with the instruction to Bidders, or
Fails, refuses or delays to furnish Performance Bond in accordance with the instruction to Bidders.

To accept written demand from you as conclusive, sufficient and final evidence of the existence of a default of non-compliance, breach or default as aforesaid on the part of the BIDDER and to make payment immediately and forthwith upon receipt of your FIRST and SIMPLE written demand.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

No grant of time or other indulgence to, or composition or arrangement with the BIDDER in respect of the aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.

This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

The Guarantor Bank warrants and represents that it is fully authorized, empowered and competent to issue this guarantee.

Yours faithfully,
(BANKERS)



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan

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

Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Annexure C

PERFORMANCE BOND/BANK GUARANTEE

KP Oil & Gas Company Limited,
KPOGCL House, Ali Tower,
University Road, Peshawar.

Guarantee No.....

Date of issue

Date of expiry

Amount.....

Dear Sir,

Ref: Our Bank Guarantee No. _____ in the sum of
_____ on Account of _____ Amount of
Contract/Job_____ In consideration

of you having entered into contract no. _____

Dated_____ with _____ called Contractor and in
consideration of value received from CONTRACTOR, we hereby agree and undertake as
follows:

1. To make unconditional, immediate and forthwith payment to you as called upon
of an amount (equivalent to 10% of total contract value in Pak Rupees) on your
written FIRST and SIMPLE demand without further recourse, question, query,
deferment, contestation or reference to CONTRACTOR or any other person, in
the event of default, non-performance or non-fulfillment by CONTRACTOR of his obligations
liabilities, responsibilities under the said Contract of which you shall be the sole and absolute
judge.

2. To accept written demand from you as conclusive, sufficient and final evidence
of the existence of a default or breach as aforesaid on the part of CONTRACTOR
and to make payment immediately and forthwith upon receipt of your FIRST and
SIMPLE written demand.

3. To keep this Guarantee in full force and effect from the date hereof
until..... from the date of contract execution / mobilization Notice.



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

4. That no grant of time or other indulgence to, amendment in the terms of the contract by Agreement between the parties, or imposition of Agreement with contractor in respect of the performance of his obligation under and in pursuance of the said Agreement with or without notice to us, shall in any manner discharge of otherwise however affect this Guarantee and our liabilities and commitments there under.

5. This is an independent and direct obligations guarantee and shall be binding on us and our successor in-interest and shall be irrevocable.

6. This Guarantee shall not be affected by any change in the constitution of the Guarantor Bank or the constitution of the Contractor.

7. The Guarantor Bank warrants and represents that it is fully authorized empowered and competent to issue this guarantee.

Authorized Sign for Issuing Bank

Seal of the Bank



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

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: _____



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED (KPOGCL)



(KP Government Fully Owned & Provincial Holding Company)
3rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan
Tele: - +92 91-9216283, Fax: - +92 91-9216295
Web: www.kpogcl.com.pk

In relentless pursuit for Energy Security of Pakistan

Seal: _____

NOTE: Please attach the above DECLARATION BY AN AUTHORIZED SIGNATORY
OF THE FIRM to the Technical Proposal of this Tender document.