



KHYBER PAKHTUNKHWA OIL AND GAS COMPANY LIMITED
(KPOGCL)



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

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BIDDING DOCUMENTS

HIRING SERVICES FOR HEALTH & LIFE INSURANCE FOR KPOGCL EMPLOYEES

TENDER NO: KPOGCL/TENDER/536/2018

Bid Submission Time/Date: 1100hrs, 28Nov, 2018



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1. PURPOSE:

The Group Life/Health Insurance Plan benefit will be provided by the KPOGCL at no cost to all staff members. The company covers all contractual employees from the date of joining:

The company will provide hospitalization benefits and in the event of death, arrange to pay the amounts of any insurance claim received from the insurance company to the heirs of the deceased. Each staff member will indicate in writing on a Revenue/Stamp Paper the name, CNIC, Address etc. of the beneficiaries of the claim.

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. Raziuddin (Razi) as its CEO. Though, being newly established, the Company is in its embryonic stage of development but owing to the strong support and patronization it has, from the KP Government, it has very rapidly developed it’s paraphernalia not only to engage itself, on war footing, in all E&P activities but also arrange with the KP Government to ensure a fool proof security to all the rest of the E&P Companies from abroad and within the country.



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

3. SCOPE OF WORK & DELIVERABLES:

a) SCOPE OF WORK

The Group Life/Health insurance is an employee benefits program which will cover the accidents, natural death and provide hospitalization facilities for all employees of KPOGCL and their spouses and children. It will cover injury due to any cause (working in the field or any accidents).

b) DELIVERABLES:

i. Description / Benefits of Health Policy:

Description	Category-A	Category-B
Daily Room charges Room Charges including meals per day	Rs:20,000	Rs:15,000
Hospitalization Limit Including Day Care Procedures & Surgeries, Specialized investigations and Maternity Benefits (per insured)	Rs:800,000	Rs:500,000
Normal Delivery	Rs:80,000	Rs:60,000
Complicated Delivery	Rs:150,000	Rs:120,000
Per Hospitalization Pre hospitalization sub limit (Diagnosis, Consultation & Medicines)	30 Days	30 Days
Post hospitalization sum limit(follow up)	30 Days	30 Days



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ii. Life coverage:

Description of Benefits/ Plan	Grade A	Grade B
Basic Coverage in Rs:	08 Million	05 Million
Death due to any cause	Yes	Yes
Disability (Partial and full)	Yes	Yes

4. TERMS OF REFERENCE:

- a) All the lives insured under the policy shall be given full indoor-patient (IPD) medical coverage (including pre-existing, congenital, special investigation, eye treatment and day care cases) of any physical or mental disease/disorder.
- b) In case of injuries to the covered lives insured by the Insurance Company due to Military or Air Force, Police or security forces operations or due to terrorism shall be covered as per assigned limits.
- c) All kind of treatment for removal of kidney/ gallbladder stones etc, (including lithotripsy) shall be settled. Specialized test like Ultrasound, MRI, CT-Scan, etc. shall be covered. For this purpose, admission condition shall not apply.
- d) Treatment and diagnostic test for Hepatitis B, C, treatment of Cancer and all kinds of open heart surgeries shall be covered.
- e) The Insurance Company shall not refuse any admission request from panel hospital, where the attending specialist doctor or doctor on duty has in writing intimated that the concerned patient needs to be admitted for treatment. However, in case any KPOGCL employee insists to get himself or his/her dependent patient admitted (where the admission is not required), the statement of attending specialist doctor only regarding for hospitalization shall be considered for final decision/approval.
- f) The Insurance Company shall ensure that all kind of approvals to panel hospitals in respect of Insurance coverage shall be given well in time, to the person or dependents as and when demanded by hospital, so the admitted patients and their dependents should not suffer due to non-availability of full approval or delayed approvals.
- g) All the available limits as per coverage plan shall be printed on Insurance cards for information and record of the employees.
- h) The insurance company shall ensure that all kind of objections shall be intimated to concerned focal person only once. Once live objection is to be replied in the form of documentary evidence of information, it shall be settled without any further objection



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and delay. Maximum response period for the focal person & Insurance Company is 30 days.

- i) Maximum time for settlement of reimbursement claims shall be 15 days. In case of any unjustified delay on the part of Insurance Company, it will be adjustable against next premium. In case, documentation requirement cannot be submitted by the employee within 3 month of intimation or till the expiry of contract whichever is earlier, the case will be considered as finally closed and will not be reconsidered later on any pretext.
- j) There shall be no age restriction for the employees/ dependents at inception and for additions.
- k) All kind of coverage & reimbursements shall not be made conditional for settlement of endorsement premium dues.
- l) All kind of premium dues shall be settled on quarterly basis. The premium of 2nd quarter shall be paid once the claims of 1st quarter are fully paid, and so on.
- m) Insurance coverage to neonatal babies shall be provided as per assigned limits of the employee.
- n) In case of non-issuance of insurance card to an existing employee/ dependent, due to non-provision of employee data required for issuance of health insurance card, the reimbursement shall be made to the concerned employee after the issuance of fresh health insurance card. In this respect intimation shall be forwarded by the concerned focal person regarding the status of employee/ dependents. However, the name of the person and or dependents must be available in the updated list forwarded for renewal or in the previous list of the expired policy. Otherwise the company has the right to refuse all claims incurred before coverage. In this regards, all the concerned KPOGCL employees has the sole responsibility to get their dependents members insured with Insurance company through concerned focal person.
- o) The agreed per person premium will be payable in full irrespective of the time of coverage during the policy. Accordingly, all kind of claims shall be settled in full as per assigned limits.
- p) Any time interval restriction shall not be made in case of same ailment but this will not be allowed for limit enhancement purpose only (The treating specialist doctor statement/ certificate subject to accepted medical practice, shall be the criteria for decision). Employee's decision to change hospital without any reason may not be allowed or approved.



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- q) The insurance company shall not ask for the reason of availing non panel hospital facilities. Elective non panel utilization without prior approval is allowed. No deductions shall be made in this regards.
- r) A non-panel hospital /clinic must comprise all necessary medical/ surgical facilities and standards of billing and record keeping constituting a hospital/ clinic and duly registered with local health authority. A list of black listed hospitals will be shared and updated periodically by the insurance company.
- s) The insurance company shall ensure that **Claim Verification** shall be done within **15 days** after the claim submission.
- t) Any type of excess payments if requested in writing by the KPOGCL shall only be settled. However, the reimbursement shall be made by the KPOGCL after proper submission of bills and relevant record.
- u) No person other than the focal person of KPOGCL will deal and communicate with the insurance company for all matters. KPOGCL will circulate and inform all the employees accordingly.
- v) Any type of deduction from reimbursement claims on account of percentage of surgeon fee or any other fee etc. shall not be made (except for black listed hospitals, the list of which will be shared, its inception and from time to time).
- w) All taxes will be deducted as per federal and provincial government prevailing laws and rules.
- x) The IPD health insurance cards shall be provided by the insurance company within 15 working days of insurance of acceptance letter/award of contract provided final updated list of employees and dependents is received from KPOGCL. The responsibility of timely coverage of dependents and spouse rests entirely on KPOGCL.
- y) All the Health Insurance Cards (In case of new employees or additions/revision cases) would be provided within 07 days from the date of submission of information and letter.
- z) In case of fake/fraudulent and inflated claim, a formal letter or email would be required from the Insurance Company along with relevant facts/proof. Re-verification and reversal of statements at any later stage will not be acceptable once initial verification has been completed and conveyed to client. The company will also have the right to reject the inflated amount of the claim only and to charge actual verification charges or 10% of the amount fraudulently claimed, from the individual



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as a penalty. However actual incurred claim shall be liable to be paid by the Insurance Company.

- aa) All kind of matters not covered above or dispute if any regarding approval for admissions and settlement of claims will be settled mutually and amicably between KPOGCL and Insurance Company nominated officials.
- bb) KPOGCL has the right to reject all the bids without assigning any reason and to re-advertise following KPPRA Rule 47.
- cc) Bid will be opened as per schedule provided, at the given address by the Procurement Evaluation Committee in presence of the representation of the bidders.
- dd) Pre-existing condition will be fully covered up to limits for disclosed/ undisclosed.
- ee) Incomplete, late, conditional and non-responsive bid shall not be considered.

5. DURATION OF CONTRACT:

The period of insurance 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.

6. AGE LIMIT:

S. no.	Description	Age Limit
1	Employee	No age limit
2	Spouse	No age limit
3	Son	24 yrs. or till marriage whichever is earlier
4	Daughter	Till get married



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7. CHECK LIST FOR FIRM:

A	B (One "No" means Disqualification)	C	D
Sr.	REQUIRED DOCUMENTS WITH TECHNICAL PROPOSAL	Yes	No
1	Company Profile (Health and life Insurance)		
2	Certificate of Incorporation with SECP		
3	NTN/KPST Registration certificate (Must be Filer/Registered)		
4	List of Panel hospitals under credit facility in KPK with contact information		
5	List of Doctors & Health Insurance Management Team		
6	List of complete current clients of health and life Insurance		
7	PACRA/JCRVIS Rating		
8	Last 3 Year Audit Reports		
9	Submission of undertaking on legal valid and attested Stamp Paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.		

8. PROCESS OF HIRING AND BID INSTRUCTION:

The interested Bidders should be engaged following KPPRA Rule **14(2) (b)** Single Stage Two-Envelopes Procedure for hiring method. The submittals shall be evaluated through a separate technical and financial appraisal with **60%** and **40%** 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 letter head 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



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One original and two copies of the Technical proposal are to be submitted in a sealed brown envelope marked “TECHNICAL PROPOSAL” 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 PROPOSAL” 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.

9. TECHNICAL EVALUATION CRITERIA (TEC)

- 9.1 The Technical bid envelope shall not include any financial information. A Technical bid containing financial information will be declared non responsive.
- 9.2 The technical bid must contain experience of the firm and professionals in upstream oil & gas consultancy as per the details given in Table-1 below.
- 9.3 Bidders fulfilling the Technical Criteria with at least 60% marks shall be selected for opening of their financial bids. Bidders scoring under 60% will get their unopened financial Bid envelopes back after signing of contract with successful bidders.
- 9.4 Each responsive Bid will be given a Technical Marks (TM). Proposal(s) shall be rejected at this stage if it does not respond to important aspects of the Bid, and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum technical score indicated below.



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Table: 1. Scoring Criteria for Technical Evaluation:

Q#1	Years in Business of Health Insurance and life insurance (Mark 15)	Total Score	Obtained Score
1	Less than 5 Years	01	
2	5 Years to 10 Years	10	
3	More than 10 Years	15	
Q#2	Existing Health and life insurance Portfolio(Mark 15)	Point	
1	Less than Rs. 750 Million	07	
2	More than Rs. 750 Million	15	
Q#3	Credit Rating by PACRA/JCS-VIS (Mark 20)	Point	
1	Less than A+	05	
2	A+ to AA	10	
3	AA+ and Above	20	
Q#4	No. of Corporate Clients in Health and life Insurance having at least 300 Employees (Mark 10)	Point	
1	Less than 20	03	
2	20 to 30	05	
3	More than 30	10	
Q#5	Paid up Capital of the Insurance Company (Mark 10)	Points	
1	Up to Rs. 500 Million	03	
2	Rs. 501 Million to Rs. 800 Million	05	
3	More than 800 Million	10	
Q#6	No. of Panel Hospitals under Credit Facility in Khyber Pakhtunkhwa (Mark 20)	Points	
1	Up to 10	10	
2	More than 10	20	
Q#7	No. Of Panel Hospitals under Credit Facility in Pakistan except KPK (Mark 10)	Points	
1	Up to 50	03	
2	More than 50 and less than 100	05	
3	More than 100	10	
Total		100	



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10. FINANCIAL EVALUATION CRITERIA (FEC)

Financial Evaluation Criteria/ (FEC)

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

1. Table-2: Number of Insurance Persons

A	B	C	D
Description	Category-A	Category-B	Total
Employee	8	79	87
Spouse	8	34	42
Children	24	46	70
Total	40	159	199

2. Table-3: Gross Premium Charged Annually (Category Wise according Annexure-B)

In Rs:

A	B	C	D
Description	Category-A	Category-B	Total
Less Than 18 years			
18-29 years			
30-40 years			
41-50 Year			
Above 60 years			
Total			



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3. Table 4: Pricing Schedule

Costing Table		
A	B	C
Sr.	Descriptions	Total Annual Fee With Taxes
1	Grade-A	
2	Grade-B	
3	Grand Total of Column C	
4	Deduction WHT (8%=0.08) from Company (C3 x 0.08)	
5	Deduction (1/5 of 15%=0.02 KPST) for filer (C3x.02)	
6	Net Payment By Cross Cheque (Row (3-4-5))	
7	2% Bid Security of Grand Total C3	

- 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.
- v. 02% bid bond shall be placed in the Financial Proposal envelope and NOT in the Technical Proposal Brown Envelope. Including 02% bid bond in the Technical Proposal shall cause rejection of the Bid. An affidavit from the bank must accompany the Technical Proposal that a 02% Bid Bond has been given to the bidder without mentioning price.
- vi. The 02% 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. The Bank Guarantee will be issued by Bank in accordance with the format as per Annexure-C of the



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- tender Documents. The Bid Bond must not accompany the Technical Proposal, instead it should be in the same envelop with the FINANCIAL BID.
- vii. 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 10% of contract value. Annexure-D
 - viii. The Bank Guarantee / Performance bond shall remain valid and in full force and effect during validity of the contract.
 - ix. The validity of Bank Guarantee / Performance Bond shall be extended by the Bidder if the completion of contract is delayed.
 - x. The cost incurred for establishing the Bank Guarantee / Performance Bond or any extension thereof shall be to the account of the Bidder.
 - xi. The Bank Guarantee / Performance Bond will be discharged after completion of the contract.
 - xii. 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

11. 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:

$$TM \times 0.6 = TTM$$

$$FM \times 0.4 = TFM$$

$$GT = TTM + TFM$$

Where:



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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.

12. GENERAL CONDITIONS:

- 12.1 The competing firms should be listed with Sales Tax and Income Tax Authorities.
- 12.2 The Technical Bid shall be placed in a sealed brown envelope clearly marked "TECHNICAL BID" Similarly, the Financial BID shall be placed in a sealed white envelope clearly marked "FINANCIAL BID" followed by a warning "DO NOT OPEN" WITH THE TECHNICAL BID. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive. Both the envelope should be then placed in one large envelope clearly marked "**HIRING SERVICES FOR HEALTH & LIFE INSURANCE FOR KPOGCL EMPLOYEES**" and dropped in a box kept at KPOGCL Head Office. Alternatively, Bid 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 17.
- 12.3 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 12.4 The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANCY FIRM (ANNEXURE-A) of this Bid should be duly signed and attached with the Technical Proposal Forms.
- 12.5 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 12.6 Technical Bid will be opened and result will be announced later.
- 12.7 The firm should be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) as per KPPRA Rule 37A.
- 12.8 Bidders shall bear all costs associated with the preparation and submission of their Bid 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.
- 12.9 From the time the Bid is opened to the time the Contract is awarded, the Bidders should not contact the KPOGCL on any matter related to its Technical and/or



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Financial Proposal. Any effort by Bidders to influence KPOGCL in the examination, evaluation, ranking of Bid, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

12.10 Technical Committee of Technical Bid shall have no access to the Financial Bid until the Technical evaluation is concluded.

12.11 Processing of all settlements / disbursement of payment of claims must be at Peshawar office.

12.12 All queries must be sent to:

Tariq Saeed HOD SCM,

Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)

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

E-mail: tariq.scm@kpogcl.com.pk

Cell: +92 333-1518390

cc: razi.ceo@kpogcl.com.pk, zahoor.hr@kpogcl.com.pk

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

13. 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.

14. 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.



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15. PROPOSAL VALIDITY:

The Bid shall remain valid for One Twenty (120) days after the deadline for submission of Bid. 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 Bid. 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.

16. ONLY ONE PROPOSAL

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

17. BID INSTRUCTIONS:

All Bids 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,

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

Fax: +92 91 9216295

Bid is due at above address not later than **1100hrs on 28-Nov, 2018**. Opening of the bid will be **1130hrs on 28 Nov, 2018**

Pre-Bid Meetings: Pre-Bid Meeting will be held at on **1100hrs 13-Nov, 2018** at KPOGCL Head Office Peshawar.



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18. 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 bid. Material deficiencies in providing the information requested may result in rejection of a Proposal.

19. PROJECT ADMINISTRATION:

Coordinator: KPOGCL designates Mr. Zahoor Khattak 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.

20. 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,



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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.

21. 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.

22. CLARIFICATION OF ITEMS CONTAINED IN THIS BIDDING 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 Bid, the KPOGCL may amend the Bid by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Contractors and will be binding on them. Contractors shall acknowledge receipt of all amendments. KPOGCL may allow Contractors 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 bid.

23. RESPONSIBILITIES OF CONTRACTOR:

The complete study is the sole responsibility of the firm, which includes gathering and obtaining information, data and analytical tools needed for successful and timely



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completion. 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 bidder focal person as per the contract. The firm should give the declaration as per (**Annexure–A**) by the person responsible and authorized by the Contractor firm in this behalf.

24. 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 Bid before opening of bids, extend any deadlines or require for additional information without assigning any reason what so ever.

25. 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



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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 Bid 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 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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ANNEXURE- B

NUMBER OF PERSONS COVER DETAIL

The Following number of persons / employees will be covered under Health Insurance Scheme:

A	B	C	D
Description	Category-A	Category-B	Total
Employee	8	79	87
Spouse	8	34	42
Children	24	46	70
Total	40	159	199

A	B	C	D
Description	Category-A	Category-B	Total
Less Than 18 years	18	45	63
18-29 years	8	67	77
30-40 years	5	42	48
41-50 Year	8	3	8
Above 60 years	1	2	3
Total	40	159	199

Further detail will be provided by HOD HR on request. Send email request to zahoor.hr@kpogcl.com.pk, Cell No: +92 313 9176052



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ANNEXURE- C

Bid Bond

KHYBER PAKHTUNKHWA OIL & GAS COMPANY LIMITED (KPOGCL)

3rd Floor, Ali Tower, 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 number: KPOGCL/Tender/536/2018 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 90 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.



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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)**



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ANNEXURE-D

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 following KPPRA Rule 20,21) 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.
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.



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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