



**FRAMEWORK CONTRACT FOR
HIRING SERVICES FOR
HEALTH INSURANCE FOR KPOGCL EMPLOYEES**

TENDER NO: KPOGCL/Tender/566/2023

Bid Submission Time/ Date: 11:00 AM / 15 Feb, 2023

Opening Bid of Time/Date: 11:30 AM / 15 Feb, 2023

Pre-Bid Meeting of Tender: Time/Date: 11:30 AM / 7 Feb, 2023

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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CONTENTS

BASIC DATA SHEET	3
1. PURPOSE	4
2. Khyber pakhtunkhwa oil & Gas company Limited (KPOGCL)	4
3. Terms of reference & DELIVERABLES:.....	4
4. Check List for Firm.....	9
5. Process of Hiring and Proposal instruction	9
6. Contents of Technical Proposal.....	10
7. Letter of Invitation:	11
8. Technical Evaluation Criteria (TEC)	12
9. Financial Evaluation Criteria (FEC)	Error! Bookmark not defined.
10. Selection for Award.....	16
11. General Conditions	16
12. Conflict of interest	18
13. Fraud & Corruption	19
14. Proposal validity	19
15. Only One Proposal.....	19
16. Proposals Instructions	19
17. Language, Preparation of Proposal	20
18. Term of the Contract.....	20
19. Time Frame for Commencement and Completion.....	20
20. Project Administration.....	Error! Bookmark not defined.
21. Confidentiality	20
22. Dispute Resolution.....	21
23. Clarification of Items Contained in This BIDDING DOCUMENTS Document.....	22
24. Responsibilities of Firm.....	22
25. No Obligation	23
26. Disclaimer by KPOGCL.....	23
Annexure- A	25
Annexure- B.....	27
Bid Bond.....	27
PERFORMANCE BOND/BANK GUARANTEE.....	29

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BASIC DATA SHEET

1	Name of the Assignment is: Framework Contract for Hiring Services for Health Insurance The Name of the PE's official (s): Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) Address: 3 rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan. Telephone: +92 91-9216283 Fax: - +92 91-9216295
2	The method of selection is: Open Competitive Bidding, following KPPRA Rule Single Stage, Two Envelope under framework contract
3	Contract Duration: Two (02) Years
4	Financial Proposal to be submitted together with Technical Proposal: Yes
5	The Proposal submission address is: CEO KPOGCL 3 rd Floor, Ali Tower, Opposite Custom House, University Road, Peshawar, Pakistan. Proposals must be submitted not later than the following date and time: Closing Date/Time: 15-Feb-2023, 11:00 am Opening Date/Time: 15-Feb-2023, 11:30 am Pre-Bid Meeting: 07-Feb-2023, 11:00 am
6	Proposals validity: 120 days after Bid opening
7	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: E-mail: tariq.scm@kpogcl.com.pk cc: ceo@kpogcl.com.pk
8	A bid bond of Amounting Rs. 200,000/ shall be deposit as a bid security.
9	Performance guarantee of total 10% of contract value.
10	The format of the Technical Proposal to be submitted is: Form Tech-1
11	Amounts Payable by the KPOGCL to the Firm under the contract to be subject to Pakistan tax Laws.
12	Firms to state cost in the national currency i.e. PKR only.
13	Firms must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal.
14	Documentary proof for technical evaluation table-1 otherwise missing documents will be given zero marks. & check list is mandatory.



1. PURPOSE

The KPOGCL invites sealed bids from highly reputed Pakistani Insurance Companies for Provision of comprehensive Health Insurance coverage to its employees. The 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 IPD services (i.e. hospitalization benefits, Day Care cases, Executive Checkups), Maternity and OPD Services.

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

Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL) incorporated in 2013, we are committed to conduct business in an honest, ethical, transparent and legal manner. KPOGCL is an oil & gas exploration and production company fully owned by the Government of Khyber Pakhtunkhwa and Provincial Holding Company. It gets its inspiration from the Energy Apex Committee and Board of Directors. Its actions are governed by the ethical values and principles that we share. The Company is in relentless pursuit to be seen as a role model in the corporate community by its conduct, transparency, openness, growth, par excellence and business practices. All this depends on the Company's personnel, as they are the ones who are at the forefront of the Company's affairs with the outside world. All directors and employees have to be familiar with their obligations in this regard and have to conduct accordingly. This Code of conduct in general is in accordance with Company's core values, goals and objectives that must be interpreted and applied within the framework of laws and customs in which the Company operates. This code will be obligatory for each director and employee to adhere to.

3. TERMS OF REFERENCE & DELIVERABLES:

a) SCOPE OF WORK

The Comprehensive Health insurance is an employee benefits program which will cover the hospitalization facilities (IPD/OPD) for all employees of KPOGCL and their spouses, children and parents.

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- i. All the insured person under the policy shall be given full indoor-patient (IPD) with **no exclusion**, full Outdoor-patient (OPD) with no exclusion, medical coverage (including pre-existing, congenital, special investigation, eye treatment, dental, day care cases with Pre & Post hospitalization of any physical or mental disease/disorder).
- ii. IPD means the patient admitted in the hospital on the recommendation of Doctor or emergency basis admission.
- iii. Health insurance cards shall be acceptable at all panel hospitals where IPD/Emergency services shall be provided without waiting for approvals from insurance company and the payment shall be made by the insurance company not by the employee.
- iv. OPD means the patient serve Medical facility without admission.
- v. OPD as a whole pool amount Rs: 500,000/- for KPOGCL Employees shall be deposited. Pool amount shall be topped-up upon consumption up to 80%.
- vi. The insurance company will refund the unutilized OPD fund within 30 days of the expiry of the contract.
- vii. The insurance company will settle the claims within 15 days of the submission of the claim.
- viii. The insurance company will use every mean to verify the genuineness of the claim. Any claim (OPD/IPD) reimbursed by the Insurance company, later found to be fake will be recovered from the insurance company.
- ix. The insurance company will ensure that insured person utilizes his/her IPD/OPD limits and share to KPOGCL Coordinator on quarterly basis. If any insured person exceed his/her limits the insurance company shall held responsible.
- x. All kind of treatment for removal of kidney/ gallbladder stones etc, (including lithotripsy) shall be settled. Specialized test like Ultrasound, MRI, CT-Scan, or worth more than Rs. 1,000/ shall be covered under IPD limit. For this purpose, admission condition shall not apply.
- xi. Treatment and diagnostic test for all types of Hepatitis, treatment of Cancer and all kinds of open heart surgeries shall be covered.
- xii. 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.

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- xiii.** 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.
- xiv.** All the available limits as per coverage plan shall be printed on Insurance cards for information and record of the employees.
- xv.** 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 and delay. Maximum response period for the focal person & Insurance Company is 30 days.
- xvi.** In case of Positive Maternity known cases during the Contract period insurance company shall be liable to pay delivery charges before final settlement.
- xvii.** 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.
- xviii.** There shall be no age restriction for the employees/ dependents at inception and for additions.
- xix.** Any addition/deletion shall on pro rata basis e.g. Premium shall be charged from/till the date of addition/deletion.
- xx.** All kind of coverage & reimbursements shall not be made conditional for settlement of endorsement premium dues.
- xxi.** 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.
- xxii.** Insurance coverage to neonatal babies shall be provided as per assigned limits of the employee.
- xxiii.** 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

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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.

- xxiv. 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.
- xxv. 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.
- xxvi. The insurance company shall ensure that **Claim Verification** shall be done within **15 days** after the claim submission.
- xxvii. 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.
- xxviii. 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).
- xxix. The health insurance cards (In case of new employees or additions/revision cases) 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.
- xxx. 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. However actual incurred claim shall be liable to be paid by the Insurance Company.
- xxxi. In case of treatment from Non-PPN facilities, no customary charges shall be paid.
- xxxii. Pre-existing condition will be fully covered up to limits for disclosed/undisclosed. Incomplete, late, conditional and non-responsive bid shall not be considered.
- xxxiii. Employees/dependent are to be covered on complimentary executive medical checkup at the hospital of their choice once in a year up to the limit of Rs.40,000/-

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- xxxiv. No waiting period for maternity coverage. Disclosed and undisclosed, all to be covered.
- xxxv. Post Maternity Hospitalization issues shall be included in IPD.
- xxxvi. New born to be covered from the birth time.
- xxxvii. Free Ambulance services for all insured person (Covered to be in IPD/Emergency).
- xxxviii. Congenital illnesses for new born and onwards to be covered.
- xxxix. NO EXCLUSIONS List will be accepted in respect to our TOR's, IPD/OPD including dental Coverage, Tooth Implant etc.

b) DELIVERABLES

i. Description / Benefits of Health Policy:

Description	Cat- A	Cat-B
IPD Hospitalization Limit Including Day Care Procedures & Surgeries, Specialized investigations (per insured Person)	Rs. 500,000	Rs. 500,000
Daily Room Room Charges including meals per day	Rs. 15,000	Rs. 15,000
OPD Rs. 500,000/- as whole pool amount for KPOGCL Employees. If consumed up to 80% then it will topped-up. (Per insured family).	Rs. 80,000	Rs. 60,000
Maternity Normal Delivery	Rs. 80,000	Rs. 80,000
Maternity Complicated Delivery	Rs. 150,000	Rs. 150,000



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4. Check List for Firm

MANDATORY DOCUMENTARY PROOFS/EVIDENCES FOR CHECKLIST ARE REQUIRED ALONG WITH TECHNICAL PROPOSAL, OTHERWISE BID SHALL BE CONSIDERED NON-RESPONSIVE.

S.#	Mandatory Requirements	Yes	No
1	Registration with FBR and KPRA with Active Status.		
2	A certificate/affidavit on Stamp paper indicating that the firm is not blacklisted by any Government/Autonomous Body in Pakistan and that all the documents, statements and information provided with the proposal are complete, true and correct in all aspects		
3	Registration under rules of Govt. of Pakistan (i.e. Incorporation Certificate, Form H, etc).		
4	Company profiles with details of head office and sub offices across the country and in KPK		
5	List of Panel hospitals under credit facility in KPK and Pakistan with contact information		
6	List of Doctors & Health Insurance Management Team		
7	Credit Rating by PACRA/JCR-VIS		
8	List of current clients		
9	Last 3 Years Audited Reports		
10	NO EXCLUSIONS List will be accepted in respect to our TOR's, IPD/OPD including dental Coverage, Tooth Implant etc. (Must be on Stamp Paper)		

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.



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.

A fixed price fee based 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 Firm without additional charge to KPOGCL.

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

6. CONTENTS OF TECHNICAL PROPOSAL

- i. Insurer complete profile.
- ii. Brief Profiles of the proposed team members having relevant experience and qualification.
- iii. A summary table along with detailed description of assignments under taken and supporting documents substantiating previous experience.
- iv. Office address with information on contact person and contact numbers in Peshawar and Islamabad.
- v. List of current clients.
- vi. Copy of NTN, GST/KPST (Filer).



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7. 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 services:
_____. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under **Framework contract** and procedures described in this Bidding Documents in accordance with the KPPRA Rules 2014.
3. The Bidding Documents includes the following documents:
 - a. Letter of Invitation
 - b. Instructions to Firms
 - c. Terms of Reference
 - d. Technical Proposal –Tech Tables 1
 - e. Financial Proposal - Tables 2,3,4
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 have received the Letter of Invitation

Yours sincerely,

Nasir Khan
A-CEO KPOGCL



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8. TECHNICAL EVALUATION CRITERIA (TEC)

- 8.1. The Technical Proposal envelope shall not include any financial information. A Technical Proposal containing financial information will be declared non responsive. For your response to the Bidding Documents to be considered by KPOGCL, interested firms must respond to this Bidding Documents in all respects.
- 8.2. A Bid having at least 60% in aggregate in Technical will be considered responsive for opening of the Financial Bid i.e. weighted average 42 marks out of 70.
- 8.3. 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 Bidding Documents and particularly the Terms of Reference (TOR) or if it fails to achieve the minimum technical score indicated above.
- 8.4. The proposal will be evaluated based on following factors:



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Table-1-Technical Evaluation Criteria for Health

Sr. No.	Descriptions	Points	Obtained Points
A	Years in Business of Health Insurance	15	
	i. More than 10 Years	15	
	ii. 5 Up to 10 Years	10	
	iii. Less than 5 Years	05	
B	Existing Health Portfolio	10	
	i. More than Rs. 1500 Million	10	
	ii. Rs. 500 up to Rs. 1500 Millions	07	
	iii. Less than Rs. 500 Millions	03	
C	Credit Rating by PACRA/JCR-VIS	15	
	i. AAA	15	
	ii. AA+, AA, AA-	10	
D	Claim Payout/Ratio (Latest available 01 year Financial Statement)	10	
	i. More than 90%	10	
	ii. Between 75% to 90%	07	
	iii. Less than 75%	05	
E	Paid up Capital of the Insurance Company	10	
	i. More than 800 Million	10	
	ii. Rs. 501 Up to Rs. 800 Million	05	
	iii. Up to Rs. 500 Million	03	
F	No. of Panel Hospitals under Credit Facility in Khyber Pakhtunkhwa.	10	
	i. More than 10	10	
	ii. Up to 10	05	
G	No. of Panel Hospitals under Credit Facility in Pakistan except KPK	10	
	i. More than 100	10	
	ii. More than 50 and less than 100	05	
	iii. Up to 50	03	
H	No Deductions on Claim Reimbursements Yes = 5 No= 0	10	
I	Provision of Any Additional Health Benefits. Top Highest most will be given 10 Marks 2 nd Highest will be given 07 Marks. 3 rd Highest will be given 03 marks.	10	
Total		100	



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Financial Evaluation Criteria/ (FEC)

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

1. Table-2: Number of Insurance Persons

Description	No. of Employees and dependent
Employee	89
Spouse	61
Children	101
Parents	118
Total	369 (approx.)

Table 3: Pricing Schedule

Costing Table		
A	B	C
Sr.#	Description	Premium With Taxes only in PKR.
IPD		
1	Premium for IPD (Hospitalization, Day Care) Premium with taxes.	
	Description	Premium Age Wise per Person
	0-5 years	
	06-10 Years	
	11-20 years	
	21-30 years	
	31-40 Years	
	41-50 years	
	51-60 years	
Above 60 years		
Maternity		
2	Premium for Maternity Case of Normal/Complicated Delivery with Taxes.	
	18-30 years	
	31-40 Years	
	41 and Above	
Total Premium with taxes.		



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Table-4

Sr. No	OPD	Premium Cat A	Premium Cat B
1	Insured/Takaful based OPD required on Cat A- Rs. 80,000 & Cat B- 60,000		
2	OPD ASO required on Cat A- Rs. 80,000 & Cat B- 60,000		

Note: KPOGCL may Opt for one option of OPD as per Management decision.

- 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. No hidden/administrative/services charges will accepted.
- v. In case of GST/KPST Exemption/percentage differentiation, Provide Certificate or Government SRO, as the case may be.
- vi. 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-C
- vii. The Bank Guarantee/Performance bond shall remain valid and in full force and effect during validity of the contract.
- viii. The validity of Bank Guarantee/Performance Bond shall be extended by the Bidder if the completion of contract is delayed.
- ix. The cost incurred for establishing the Bank Guarantee/Performance Bond or any extension thereof shall be to the account of the Bidder.
- x. The Bank Guarantee/Performance Bond will be discharged after completion of the contract.
- xi. 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.

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



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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 “**FRAMEWORK CONTRACT**” and the selection for award shall be made to the bidder whose proposal is most advantageous to the KPOGCL, taking into consideration the Technical factors listed above and the total proposed price across all contract periods.

Final Evaluation Criteria:

$$TM \times 0.7 = TTM$$

$$FM \times 0.3 = TFM$$

$$GT = TTM + TFM$$

Where:

TM : Technical Marks

FM : Financial Marks

TTM : Total Technical Marks

TFM : Total Financial Marks

GT : Grand Total

The bidder scoring the highest Grand total will be offered the contract.

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

10. GENERAL CONDITIONS

11.1 All procedure, evaluations shall be according to KPPRA Act & Rules.

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

11.3 Technical and Financial proposals should be submitted at the following address following **KPPRA Rule 37(4)** by time/date, **11:00Am, 15 Feb. 2023, Khyber Pakhtunkhwa Oil &**



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- 11.4 Bids are liable to be rejected if they are not conforming to the terms, conditions and specifications stipulated in the BID Solicitation Documents.
- 11.5 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/Tender/566/2023 having subject “HIRING SERVICES OF HEALTH INSURANCE FOR KPOGCL EMPLOYEES”** 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.
- 11.6 KPOGCL does not take any responsibility for delayed arrival of the bid.
- 11.7 The DECLARATION BY AN AUTHORIZED SIGNATORY OF THE CONSULTANCY FIRM (ANNEXURE-A) of this Bidding Documents should be duly signed and attached with the Technical Proposal Forms.
- 11.8 Any proposal received at KPOGCL Head Office after the deadline for submission shall be returned unopened and not be part of the competitive bid.
- 11.9 The firm should be registered with **Khyber Pakhtunkhwa Revenue Authority (KPRA) following KPPRA Rule 37(A)**.
- 11.10 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.
- 11.11 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



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

11.12 Technical Committee of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded.

11.13 KPOGCL reserves the right to cancel or rejected all bids/ proposals at any time prior to its acceptance as per KPPRA Rule 47(1).

11.14 All queries must be sent to:

HOD SCM,

Khyber Pakhtunkhwa Oil & Gas Company Limited. (KPOGCL)

3rd Floor, Ali Towers, Opposite Customs House,

University Road, Peshawar,

Khyber Pakhtunkhwa, Pakistan.

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

Cell: +92 333-1518390

ceo@kpogcl.com.pk,

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.



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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 **One Hundred & Twenty (120) Days** after the deadline for submission of Proposals. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal. The KPOGCL will make its best effort to complete negotiations, if any within this period. If the need arise; however, the KPOGCL may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal. Bidders could submit new staff in replacement, which would be considered in the final evaluation for contract award. If the negotiations process is extended between service provider and KPOGCL till the expiry of the bid validity the Firm is bound to extend the validity to avoid wastage of time of both the parties.

14. ONLY ONE PROPOSAL

The Firm shall only submit single proposal. If a Firm submits or participates in more than one proposal, such proposals shall be disqualified.

15. PROPOSALS INSTRUCTIONS

All proposals must be sent to:

Mr. Tariq Saeed Awan
HOD SCM,
Khyber Pakhtunkhwa Oil & Gas Company Limited (KPOGCL)
3rd Floor, Ali Tower, Opposite Custom House,
Main University Road Peshawar,
Khyber Pakhtunkhwa, Pakistan.
E-mail: tariq.scm@kpogcl.com.pk



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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 **11:00 am**, on **15 Feb, 2023**. And opening the bid is **11:30 am**, on **15 Feb, 2023**

Pre-Bid Meetings: Pre-Bid Meeting will be held at on **1100 am, on 07 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

- a. The Proposal and correspondence exchanged by the Bidder/Firm and the Client shall be written in English language.
- b. In preparing their Proposal, Bidder/Firm is expected to examine in detail the documents comprising the Bidding Documents. 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 enter into a contract (“the **Firm**”) with (KPOGCL) for a term of **Two (02) Years** after signing of contract.

18. TIME FRAME FOR COMMENCEMENT AND COMPLETION

Commencement of Services: The Selected Firm within one week (07) calendars day from the date of Contract signing shall start providing the Insurance Services as mentioned in the TORs of this Bidding Documents.

19. CONFIDENTIALITY

1. Any data/assignment provided by the KPOGCL or which the Bidder/Firm 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/Firm or any one claiming through it



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- without the prior written consent of the KPOGCL is strictly prohibited. All Confidential Information shall be the sole property of the KPOGCL. The Bidder/Firm 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/Firm 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 Firm,
 - iii. The method, materials, or equipment used and personnel employed, or
 - iv. Any other KPOGCL information in the possession of the Firm.
 - b. Disclose or convey any of the matters or information referred to in (i) above to any employees of the Bidder/Firm 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.



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- 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.

21. CLARIFICATION OF ITEMS CONTAINED IN THIS BIDDING DOCUMENTS 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 BIDDING DOCUMENTS by issuing an addendum/corrigendum in writing or by standard print media. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. KPOGCL may allow Firms 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 FIRM

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 completion. The Government of Khyber Pakhtunkhwa through the KPOGCL shall interact with the firm. 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 firm focal person as per the contract. The Firm should give the declaration as per (**Annexure–A**) by the person responsible and authorized by the firm in this behalf on Firm's Letter head.



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23. NO OBLIGATION

This Bidding Documents 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.

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.



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



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ANNEXURE- A

Declaration by an authorized signatory of the Bidder/firm

I (Name)_____

(Designation)_____

(Firm's Name)_____

1. I am an authorized signatory of the Bidding Firm, mentioned in the Technical and Financial proposal and above, I attest that I am competent to sign this declaration and execute this Tender document;
2. I have carefully read and understood all the terms and conditions of the Tender document and undertake to abide to them;
3. The information/documents furnished along with the Technical & Financial Proposals are true and authentic to the best of my knowledge and belief. I/we am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of this bid at any stage besides liabilities towards prosecution under appropriate law.
4. I/we understand that Khyber Pakhtunkhwa Oil & Gas Company Limited (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 on firm Letter Head.



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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Hiring Services for Health Insurance** in accordance with your Bidding Documents 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: _____

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



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ANNEXURE- B

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/566/2023 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 120 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.

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.



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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)**

NOTE: Please attach the above BID BOND to the Financial Proposal of this Tender document on Stamp Paper.



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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 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



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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