

# **GENERAL INSTRUCTIONS**

## **TO BIDDERS -**

### **SUPPLY OF SERVICES**

**Please Note:**

**15<sup>th</sup> Dec. 2021 - Clause 24 regarding Forms for Performance Bonds Formats amended.**

**KNPC's Commercial Web Page (CWP) has been upgraded and launched on a new portal. Hence, reference or mention of 'CWP' or 'E-TENDERING' or 'Commercial Web Page' in this Document and all other Documents which are part of Tenders issued by KNPC refers to the new portal.**

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**This document shall be read in conjunction with all other parts of the Tender Documents and unless the context otherwise requires or otherwise defined specifically, words and expressions defined in the General Conditions shall have the same meaning where used in this document.**

1. The Company (or KNPC) will accept bids only from bidders invited to participate in a tender. The Company will reject any bid submitted by a bidder whose name does not exactly match with that on the list of bidders for the tender. Therefore, bidders must verify the list of bidders and promptly bring to the attention of the Chairman - Vendors & Contractors Evaluation Committee (fax no. 00965 2398 6144), in writing, any **discrepancy in their names as they** appear in the list of bidders. A copy of such correspondence shall be sent to Team Leader, Contracts (fax no. 00965 2398 6160) and Team Leader, Commercial Support – PD (fax no. 00965 2328 0871).
2. The Company will only enter into a contract with Kuwaiti companies registered with the Kuwait Ministry of Commerce and the non-Kuwaiti companies registered with equivalent authorities as acceptable to the Company in their country of origin. Bidder shall neither be a member of Central Tenders Committee (CTC) nor an employee or member of the board of directors of KPC or its subsidiaries K-companies.
3. All bidders who have not yet obtained a Login id for bidding through KNPC's Commercial Web Page (CWP) may contact Helpdesk for the same (Ph. No.2320-7792 or 2320-7794; cwphelp@knpc.com).
4. The bidder shall access the Company website's 'Commercial Documents' section and obtain documents referred to in, but not attached to the tender. Where any page of the tender is duplicated or missing or the reproduction is not clear or any doubt exists as to the full extent and meaning of any description or the breakdown of the Contract Price or if any part of the tender contains any error, the bidder shall notify the Company, as in following Clauses 6 & 7, before submission of the bid.
5. Any bidder contemplating the submission of a bid shall thoroughly examine all parts of the tender documents and, should there be any doubt as to the meaning or intent of said tender documents, the bidder should request a clarification thereof from the Company. A bidder's failure to request a clarification, interpretation will preclude thereafter such bidder from claiming any ambiguity, inconsistency or error and/or any costs and consequences thereof, which should have been discovered by a reasonably prudent bidder.

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6. **Queries** / requests for clarification regarding **tenders where Bid Bond is not specified**, shall be sent by **email to Help Desk (cwphelp@knpc.com)**. A copy of such correspondence shall be sent to Team Leader, Contracts (fax no. 00965 2398 6160) unless a different person is designated for the same in specific instructions in the tender document. Such queries shall be accepted only **up to two weeks before Closing Date**.
7. **Queries** / requests for clarification regarding tenders **where Bid Bond is specified, shall be addressed to Team Leader, Contracts** (fax no. 00965 2398 6160), unless a different person is designated for the same in "Particular instructions to Bidder"/specific instructions in the tender document. Tender number & title shall be mentioned in such correspondence. Also, such queries/requests for clarification shall be accepted by KNPC **only up to three (3) weeks before Closing Date**.
8. **Any request for extension of the Closing Date shall only be considered up to one week before the Closing Date. For the avoidance of doubt, Company makes no guarantee that such requests will be accepted.**
9. Any bid which contains a proposal alternative to that required by the tender document, unless expressly asked for by the Company or allowed by the terms and conditions of the tender document shall be rejected.
10. Tenders where submittal of alternative bids is allowed, alternative login has to be obtained from Help Desk (Telephone 00965 2320 7792 / 00965 2320 7794). Foreign bidders shall obtain alternate login via an e-mail to Help Desk (cwphelp@knpc.com).
11. The bidder must fill in the bid price in the Form of Tender/pricing sheets in both figures and words (in English for format in English or Arabic for format in Arabic). Also, the bidder shall sign and stamp the Form of Tender / pricing summary sheet(s) along with all its attachments. Thereafter, bidder shall scan and upload these sheet(s) as part of the bid.

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**Bidders may note the following in regard to Form of Tender/pricing sheets to be uploaded.**

- i) In case of Tenders where a Bid Bond is not specified, the pricing sheets to be uploaded are the Attachment/s to Form of Contract.
- ii) In case of Tenders having Part-1 (Tendering Conditions, أصول المناقصة) in Arabic, Section 1-3 (Form of Tender, صيغة العطاء) from Part-I shall be uploaded along with all other pricing sheets where Bidders have filled in their prices.
- iii) In case of Tenders where the Form of Tender is in English, the same shall be uploaded along with all its Attachments.

Bidder shall ensure that the prices entered in CWP/Form of Tender/pricing sheets other documents specified in Tender document are consistent and without discrepancies.

**Failure to submit/upload the above documents may lead to rejection of the bid.**

12. The currency of the bid price and payment shall be in Kuwaiti Dinars unless otherwise specified in the tender documents.
13. A DSL internet connection with minimum speed of 512 Kbps is recommended for the document uploading process.
14. The bidder is deemed to have fully informed itself of all matters which may in any way affect the performance and/or cost of the Works/Services, including but not limited to the form and nature of the Site and its access; the full extent and character of the Works/Services; the contents and terms of all the tender documents and its attachments; and any information provided at or subsequent to the Pre-Tender Meeting and the Site visit.
15. Where a Site visit is required in the tender, the bidder's representatives who intend to visit the Site must wear necessary safety gears as required such as safety helmets, safety shoes and coveralls, without which they will not be permitted to enter the Site.
16. The bidder is deemed to have adequate knowledge of the Company's Health, Safety & Environment Guidelines which may be accessed and obtained from the 'Commercial Documents' section of the Company's website.

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17. Any invited bidder who decides not to participate in the tender is required to submit its reasons for not participating to the Team Leader Contracts (fax no. 00965 2398 6160) or Team Leader, Commercial Support For PD (Fax no. +965 23280871) prior to the bid closing date.
18. All costs incurred by the bidder as a result of the preparation of the bid, Site visit and Pre-Tender Meeting shall be borne by the bidder.
19. The Company does not bind itself to accept the lowest bid or any bid for that matter or to assign any reason for the rejection of any bid.
20. The bidder acknowledges that the Company is the owner of all the tender documents it issues and the copyright in all such documents vests with the Company. Except where reasonably necessary for bidding purpose, the bidder shall not use, reproduce, transmit or store the tender documents in any form or by any means without the Company's prior written permission.
21. The bidder shall submit an initial bank guarantee (herein the "**Bid Bond**") (if specified in the tender document) in the value specified therein. The Bid Bond shall be valid for ninety (90) days from the bid closing date and shall be worded generally in accordance with the specimen provided therein. The Bid Bond shall be in the form of an unconditional and irrevocable bank guarantee issued by a bank licensed to carry out banking business in Kuwait and shall be payable to Kuwait National Petroleum Company. The bidder shall ensure that the Bid Bond submitted to the Company bears the tender number, tender title and the exact name of the bidder.
22. If a Bid Bond is specified in the tender document, then **a scanned copy of the Bid Bond shall be uploaded**, as part of the online bidding process. Further, on the Closing Date or during the two days prior to Closing Date, the **original Bid Bond shall be delivered to KNPC at Head Office**, Dar Al Wataniya, Ahmadi, First Floor, ITC Room., in a sealed envelope and with a label as follows.

**BID BOND SUBMISSION**

To: Chairman, Bid Opening Committee

Tender No: \_\_\_\_\_ Title: \_\_\_\_\_

Closing Date: / \_\_\_ / \_\_\_\_

23. In the event of failure to submit a Bid Bond (if a Bid Bond is specified in the tender document), the Company will not entertain the bid. The Company may request the bidder to extend the validity of the Bid Bond at no extra cost to the Company. The Company shall return the Bid Bond of the unsuccessful bidders after the Company has entered into a contract with the successful bidder.

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24. The successful bidder shall submit a Performance Bond in the value specified in the tender document. This Bond shall be an unconditional and irrevocable bank guarantee issued by a bank licensed to carry out banking business in Kuwait, made payable to Kuwait National Petroleum Company. The wording of the Performance Bond shall be generally in accordance with the specimen provided in the tender document. Also, it shall be valid for the entire completion period and the warranty period, if any.

The applicable FORMATS for Performance Bonds are available in CWP (e-Sourcing Portal).

Please check 'Commercial Documents' Section -13 Approved Sample Formats of Bank Guarantees.

[https://esourcing.knpc.com/esop/kuw-kpc-host/public/attach/bank\\_guarantee\\_formats.pdf](https://esourcing.knpc.com/esop/kuw-kpc-host/public/attach/bank_guarantee_formats.pdf)

Please ensure the following:

- Type of Guarantee (Performance/Advance/Retention).
  - Contract Number
  - Company Name should be identical to the name mentioned in our Contract.
  - The Guarantee should be Unconditional and Irrevocable.
25. In the event the successful bidder does not provide the Performance Bond and/or fail to sign the Contract with the Company if so required and within the period prescribed by the Company, the bidder may be deemed to have withdrawn from the tender process and recalled his offer. In which event, it shall be a sufficient ground for cancellation of the award of the Contract and forfeiture of the Bid Bond.
26. **KNPC may disregard any request, for participation in a tender, which is received later than two weeks from date of issue as published on CWP.**
27. Bidders shall be deemed to have accessed the CWP from time to time and made themselves aware of all the notifications and information like Minutes of Pre-Tender Meeting (PTM)/Extension of closing date/Change of PTM dates or venue/Addendums/corrigendum, notes to bidders, etc. available in the CWP, and considered all such notifications/information prior to submitting his bid/offer.
28. The person(s) signing the bid documents for the bidder must be a duly authorized person(s) legally capable of acting on behalf of the bidder, the proof of which (and such further proof as may be required by the Company) must be uploaded with the bid or when instructed by the Company.

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29. For Momarasah, Company has the right to adjust and amend its requirements during the tendering stage and to negotiate with bidders in regard to their submitted bids. Company may negotiate with only one of the bidders or with all the bidders as deemed necessary.

The Bidder is not allowed to increase the prices unless the specifications or conditions of the Momarasah are changed by the Company, and this results in an increase in the prices. In the event that the Bidder increases the prices without change in the specifications or the aforementioned conditions, this increase shall not be taken into consideration and the award will be made according to the previous lowest priced acceptable offer submitted by the Bidder.

30. Altering, modifying or revising the tender documents in any manner by the bidders, other than as expressly permitted, may cause Company to take appropriate measures including disqualifying/delisting the bidders from this tender or future tenders.

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31. Bidders, intending to have a **deviation** from the tender documents shall expressly list such deviations and upload the same for review by Company. **In the event the documents uploaded with the bid do not include such information, it shall be deemed that the bid submitted is in full compliance with Company's terms and conditions as cited in the pertinent tender documents, Minutes of Pre-Tender meeting, Addendums, notes to bidders on CWP, if any.** Bidders shall note that deviations from the tender requirements may affect their bids unfavorably.
32. **A substantially compliant bid** is a bid submitted by the bidder that conforms with all the terms, conditions, and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one, as solely determined by the Company, which determination shall be final and binding on the bidder:
- that potentially affects the scope, quality or performance of the works in a way unacceptable to the Company;
  - that potentially limits the Company's rights and entitlements and/or the bidder's (and that of the Contractor, if awarded) duties and obligations in a way unacceptable to the Company;
  - the acceptance of which by the Company would affect unfairly, in the Company's sole judgment, the competitive position of other bidders who have submitted a substantially compliant bid; and/or
  - as may be judged by the Company so in the particular facts and circumstances of that deviation or reservation.
33. **The Company will review the bid and determine whether it is a compliant bid or not considering, among others, the following.**
- whether the bidder has scanned and uploaded the following documents;**
    - Duly signed and stamped Index (of the tender documents) as a confirmation that the bidder has studied the tender documents and that his proposal is in full compliance with the tender documents, except for the deviations specifically listed in accordance with clause 32 above.**
    - Duly filled-up Form of Tender and/or pricing summary sheet(s).**



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- iii) **Bid Bond (If specified in the tender documents).**
- iv) **Such proof of authority for the signatory(s) of the bidder as specified in clause 28 above.**
- v) **Deviations, if any.**
- vi) **Whether or not the bid has been submitted without any tampering of the tender documents, including the affidavit (if any submitted pursuant to the terms of the tender documents) to the effect that there was no tampering of the tender documents.**
- vii) **Any other document as stipulated in the tender documents.**

**Bidders shall treat the aforementioned requirements, among others as required by the tender documents, as a checklist for submitting bid through CWP.**

- b) Compliance with clause 22 above (to the extent a Bid Bond is specified in the tender documents);
- and
- c) Extent of compliance with the other requirements of the tender documents.

**If a bid is considered not substantially compliant, as may solely be determined by the Company in its own judgement and absolute discretion, it may be rejected by the Company without the need for any notice or judicial proceeding or stating any reason and also without compensation to the bidders whose bids have been rejected.**

34. If the bid of a preferred bidder is determined to be materially unbalanced or inconsistent in relation to the Company's estimate of the cost of the Works to be performed under the Contract, the Company may require the bidder to furnish the necessary details, such as but not limited to, detailed price analysis for any or all items in the Form of Tender, its attachments or related pricing sheets, to satisfy itself the consistency or accuracy of the prices, the method of execution of the Works and/or the commitment to the Completion Period of the Works or such other matters as the Company may deem fit and appropriate. The bidder shall cooperate with and provide to the Company all such details that the Company may require.

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35. **Bidding shall solely be done online** through KNPC's Commercial Web Page. **Bids received through any other means (eg. by facsimile message) will be rejected by the Company.**
36. In addition, bidders shall note **that bidding on a tender will not be possible after 12:00 hrs (noon) Kuwait Time (ie. 09:00 hrs GMT) on the Closing Date.**
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