



Tender No: 2105548

**KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)**

**“إحدى شركات مؤسسة البترول الكويتية”
“A Subsidiary of Kuwait Petroleum Corporation”**



TENDER DOCUMENT

For

**H2 GAS DETECTOR & GAS LEAKE DETECTION
CONTROLLER**



TENDER NO. 2105548

H2 GAS DETECTOR & GAS LEAKE DETECTION CONTROLLER

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KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

INVITATION TO TENDER

TENDER NO. 2105548

H2 GAS DETECTOR & GAS LEAKE DETECTION CONTROLLER

1. You are invited by KOC to submit one offer, for the supply of subject material in accordance with the attached Technical specifications, General Instructions, Particular Instructions and Particular Conditions. Your attention is also directed to the General Conditions of Contract for Procurement which will constitute part of the Tender. Bid closing date not later than 1300 hours on, **05/09/2022**
2. **Bid submission against this Tender is through electronic bidding and the Bidder must submit its bid online only through designated KOC E-Business portal. The Company (KOC) shall reject bids if submitted in any other form and through any other mode.**
3. **The Company shall only enter into a contract with companies who are registered through KOC E-Business Portal.**
4. **For registration and online application, Bidder shall refer to E-Learning material on eBusiness Portal.**
5. Alternate offers are not acceptable.
6. Evaluation of the Tender shall be made on Per Item basis.

Please fill in the following information:

Name of the local supplier : _____

Contact Person : _____

Address : _____

P/O.Box: _____ Tel: _____

Fax: _____ e-mail: _____

Tender Purchase Receipt No: _____ (Attach copy)

Delivery Offered (In weeks): _____

Grand Total Amount K.D. _____

Name of the Foreign Supplier _____

Address: _____

Name of the Manufacturer: _____

Address: _____

Authorized Signature & Stamp

Date



RFQ # 2105548

APPENDIX - ATTACHMENT TO FORM OF TENDER

ATTACHMENT A

TENDER INFORMATION

1. The material on the RFQ must be delivered to KOC STORES, AHMADI.
2. Delivery (Weeks): -----
3. Grand Total in Figures: KD ----- and in words, Kuwaiti Dinars -----

4. Offer is valid for ----- days.

5. The undersigned categorically declare / confirm:

6.1 Manufacturer is:

- From the Approved List of Manufacturer attached to the tender documents. ☐

- Out of the Approved List of Manufacturer attached to the tender documents. ☐

6.2 Manufacturer detailed technical offer is: Attached. ☐ Not Attached ☐

6. Foreign Vendor's Name & Address -----

7. Manufacturer's Name & Address : -----

8. Bidder's Name & Address -----

Tel No.: ----- Fax No.: ----- e-Mail : -----

9. Bidder's Reference: -----

10. Contact Person : -----

Tel No.: ----- Fax No.: ----- e-Mail : -----

Signature & Stamp : _____

Date : -----



KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

GENERAL INSTRUCTIONS TO THE TENDERER

-for-

TENDER NO. 2105548

H2 GAS DETECTOR & GAS LEAK DETECTION CONTROLLER

This document shall be read in conjunction with all other parts of the invitation to tender documents.

1. The Tenderer shall sign the Form of Tender and each of its Attachments. The person or persons signing for the Tenderer shall have the authority to bind the Tenderer, proof of which must be submitted with the tender. The name of each signatory shall be typed or otherwise clearly printed below each signature.
2. The Tenderer shall note that the Company will only enter into contract with Kuwaiti companies registered (or whose registrations are pending) with the Kuwait Chamber of Commerce, or with non-Kuwaiti companies represented by a Kuwaiti agent, or with non-Kuwaiti companies who are in partnership with a Kuwaiti company, registered as aforesaid.
3. Any tender made by a joint venture, consortium, association, or partnership will be rejected unless submitted by one single (corporate) body, nominated on their behalf as the sole Tenderer and the sole contracting party.
4. The Tenderer must confirm their compliance to the Ministry Law for employing Nationals (Kuwaiti employees should constitute 2% of the total employees). **Submit a copy of certificate** from relevant ministry along with your bid. Otherwise, your offer may not be considered.
5. The Tender shall be properly completed and clearly typed in the English language. The Tenderer shall fill in all blank spaces and shall explain and initial any corrections, alterations, erasures or interlineations. Where any section of this invitation to tender is in Arabic, that section shall be completed in Arabic.
6. The tender price shall be in Kuwaiti Dinars, and payment will also be made in Kuwaiti Dinars.
7. Bids received after the bid closing time shall not be considered. After submission of a bid no changes, amendments or reduction in the quoted prices shall be made unless found necessary by the Company.



8. The Tenderer, by its submission of a tender, is deemed to have fully informed itself of all matters which may in any way affect the performance and/or cost of the Works, including (without limitation) the form and nature of the Site; access to the Site; the full extent and character of the Works; the contents and terms of all the tender documents and Attachments thereto; and any information provided at or following the pre-tender meeting and the Site visit.
9. The Tenderer shall submit bid bond valid for a period of ninety (90) days from the tender closing date, for a value of

RFQ line item#	Bid Bond value KD.
1	250/-
2	

in the form of a bank draft/bank guarantee, payable to KUWAIT OIL COMPANY (KSC), issued by a Kuwait Bank. The tender shall not be entertained in the event of failure to submit the bid bond. The bid bond of the unsuccessful Tenderer shall be returned after KOC has entered into a Contract with the successful Tenderer.

10. The successful Tenderer will be required to submit a Performance Bond as security by way of an unconditional bank guarantee issued by a Kuwaiti bank made payable to the Company, worded generally in accordance with the attached specimen, **for ten (10) per cent** of the Total Contract Price and which shall be valid for the entire Contract Period plus 18 months, worded generally as in Annexure – A, attached.
11. The successful Tenderer will not be permitted by the Ministry of Social Affairs and Labor to import labor for execution of this Contract and in which case the Tenderer must have sufficient manpower available locally under its sponsorship to perform the Works under the Contract.
12. The successful Tenderer shall notify the Ministry of Finance and Economy regarding its sub-contractors as required by Ministerial Order No. 44/1985.
13. The successful Tenderer shall, at the Company's request, provide proof that its nominated sub-contractors (if any) are registered with the Central Agency for Public Tender Committee.
14. The Tenderer is deemed, by its submission of a tender, to have adequate knowledge of the Company's Fire and Safety Regulations (a copy of which is available for the Tenderer's review at the offices of the Purchasing Department, Ahmadi).
15. The Tenderer shall note that the Company will **reject any tender which contains alternative** proposals to that required by this invitation to tender, or which fails to comply with any of the requirements of this invitation to tender.
16. The Tenderer, by its submission of a tender, shall be deemed to have particularly acquainted himself with the provisions of the following, and shall comply therewith accordingly:-
- Articles Nos. 33 and 35 of Kuwait Labour Law No. 38/1964 concerning number of working hours per week and one day rest per week respectively;
 - Ministerial Order No. 104/94 issued by Ministry of Social Affairs and Labor concerning overtime work by employees in Private Sector.



17. The Tenderer should note that should a site visit form part of this invitation to tender, its representatives who visit the site must wear Safety Helmets and Safety Boots and Overalls (Boiler suits) without which they will not be permitted to enter the site.
18. All costs incurred by the bidder incidental to or arising from the preparation of the bid, Site Visits and pre-bid meetings shall be borne by the bidder and shall be at no cost to the Company.
19. The Company does not bind itself to accept the lowest or any bid nor to assign a reason for rejection of any bid.
20. The bidder acknowledges that the Company is the author of all documents comprising this tender and the copyright in all such documents vests in the Company, and except where reasonably necessary for contract administration Purposes, 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. In case the successful bidder does not provide the Performance Bond and signs a contract with the Company within seven (7) days of being informed of its bid having been accepted, the bidder may be deemed to have withdrawn.



KUWAIT OIL COMPANY (K.S.C.)
(Register of Commerce No. 21835)

PARTICULAR INSTRUCTIONS TO THE TENDERER & ATTACHMENTS
FOR SUPPLY OF: H2 GAS DETECTOR & GAS LEAK DETECTION
CONTROLLER
RFQ No.: 2105548

- ❖ Bid submission against this Tender is through electronic bidding and the Bidder must submit its bid online only through designated KOC E-Business portal. The Company (KOC) shall reject bids if submitted in any other form and through any other mode.
- ❖ The Company shall only enter into a contract with companies who are registered through KOC E-Business Portal.
- ❖ For registration and online application, Bidder shall refer to E-Learning material on E-Business Portal.

1. BID BOND:

Each offer must be accompanied by an Initial Bank Guarantee equal to

RFQ line item#	Bid Bond value KD.
1	250/-
2	

in favor of the **Kuwait Oil Company** and valid for **90 days validity period of the Tender**, issued in the form of Letter of Guarantee by any approved local bank. The Tenderer shall duly fill in and complete **Attachment B** to the Form of Tender.

2. PERFORMANCE BOND:

The successful Tenderer shall submit a Performance Letter of Guarantee to the value of 10% of his bid. The **Performance Bond shall be valid for the quoted delivery period plus 18 months**. The Performance Bond shall be worded generally in accordance with the specimen annexed to the Tender as **Annexure A**.

3. TENDER FEES:

3.1 The Bidder must pay a non-refundable Tender Fee (if applicable) as specified in RFQ document as follows:

- Cash deposit in or money transfer to the Company's bank account 1001058663 with the **National Bank of Kuwait, Ahmadi Branch, Kuwait**.

Swift Code: NBOKKWKW. IBAN: KW77NBOK00000000000000001001058663.

- Cash deposit in or money transfer to the Company's bank account 8801243 with the **Gulf Bank, Fahaheel Branch, Kuwait**.

Swift Code: GULBKWKW. IBAN: KW62GULB0000000000000000008801243.

3.2 Kuwait Oil Company will NOT accept a bank draft for Tender Fee.

3.3 KOC account shall be credited with the Requisite Tender Fee. Any additional charges by receiving & transmitting bank shall be borne by bidders only.

3.4 In case of RFQ cancellation by KOC, bidder is eligible for Tender Fee Refund.



4. BID SUBMISSION:

4.1 Bidder shall download and submit online the **Price Quotation in Excel Sheet format.**

4.2 The Bidder shall download RFQ documents and duly fill-in the required information and submit online all details as directed in the RFQ including Form of Tender and Attachments to Form of Tender.

4.3 Bidder shall submit one offer only against RFQ, for the supply of material in accordance with Tender Law 49/2016, General Instructions and General Conditions (Multiple offers are liable to be Rejected) unless explicitly permitted in the RFQ.

4.4 **Prior to the bid closing date, Bidder shall submit or courier the bank receipt of Tender Fee, Bid Bond and signed/stamped Form of Tender in Original in an envelope which shall be sealed and labeled as per below mentioned format. In case of failure, Bidder's participation shall not be considered.**

KOC Tender Box
Kuwait Oil Company P.O. Box 9758
Ahmadi 61008,

Kuwait
RFQ-_____
RFQ Title _____
Bid Closing Date _____

5. QUERIES:

5.1 Bidders shall submit the queries before question closing date. All clarifications resulting from the queries (if found necessary) shall be made available to all bidder.

5.2 KOC may at any time prior to closing date issue clarification or addendum/supplementary and these shall become an integral part of the RFQ.

6. PRICES:

6.1 Prices are to be quoted in **Kuwaiti Dinars** and should include all charges for **manufacture and supply including customs duty, transportation and delivery to KOC Stores.**

7. DELIVERY:

7.1 **Delivery shall be calculated** from the date of signing the Purchase Contract/Order or within Seven (7) Working days of KOC's intimating award, whichever is earlier.

7.2 **KOC Reserves its right to reject the bids quoting longer period.**

7.3 The Tenderer must quote its **best firm delivery period to KOC Stores** for the Material, from the date of signing the Contract with KOC.

KOC reserves its rights to select any offer meeting the specification of requirement and quoting the required delivery period in Tender.



إحدى شركات المؤسسة البترولية الكويتية
A Subsidiary of Kuwait Petroleum Corporation

- 7.4 The bidder must quote on the tender its best firm delivery period in weeks within which it shall deliver the Material from the date it is instructed to proceed with the delivery.
- 7.5 Tender containing range of weeks for delivery (i.e., “X” to “Y” weeks) may not be accepted.

8. EVALUATION OF TENDER:

- 8.1 Evaluation of the offer shall be made **PER ITEM** basis.
- 8.2 The tender shall be awarded to the Tenderer who fulfils the requirements of the Tender and the Tender documents. Nevertheless, preference **may be given** to a Tenderer quoting a higher price (with required delivery period in Tender) or cancelled without giving any reasons.

9. DEVIATIONS:

- 9.1 Offers must be exact to Specifications, Terms & Conditions listed in the Tender.
- 9.2 When an equivalent is offered, the Tenderer must clearly state any deviations from the requirements in Attachments **D & E** to the Form of Tender. Failure to do so will be interpreted as confirmation that the offer fully complies with the technical specification, Terms & Conditions and any subsequent extra costs which may arise as a result shall be borne by the Tenderer.

10. TECHNICAL DETAILS:

- 10.1 The Tenderer shall provide manufacturer’s own detailed technical specifications, drawing, catalogues, leaflets, etc. for proper evaluation of the Tender. A Tender submitted without these details may be rejected.
- 10.2 The Bidder must ensure to **provide the documents, drawing and details along with the bid.**
- 10.3 Reproduction of Manufacturers’ technical details of the Material on the Tenderer’s stationary shall not be accepted, unless the Tenderer is itself the manufacturer of the Material.

11. FORM OF TENDER

- 11.1 **Bidder shall Fill, Sign, Stamp & Attach Form of Tender attached to the Particular Instructions and submit the same in original. In case of failure, the Bidder participation shall not be considered.**

12. ORIGIN AND APPROVED MANUFACTURERS

- 12.1 The Bidder must provide the full name and address of the Manufacturer, including facsimile, telephone numbers and e-mail address on **Attachments C** to the Tender.
- 12.2 The Tenderer must state the country of origin where the Material is / will be manufactured and purchased.
- 12.3 The Bidder must ensure that where the Material is also manufactured in Kuwait, it shall give priority to such Material over imported Material, provided however, the locally manufactured Material conforms to the standards and specification requirement of the Tender.
- 12.4 **In Case, any manufacturer obtained pre-qualification notification from KOC during the tendering period shall become eligible to take part in the current tender.**

- 12.5 This Tender is **restricted to the KOC approved manufacturers**

RFQ line item#	VEC CODE:
1	-
2	28

Material supplied by such manufacturer only shall be considered.



13. AUTHORITY FROM MANUFACTURER

The Bidder must submit a letter from the concerned Manufacturer addressed to **KOC**, confirming that he is authorizing the Tenderer to represent him in this Tender. (The Tenderer must submit the letter as **an additional attachment** to the Form of Tender) or submit certified document that supports the technical offer.

14. DECLARATIONS

- 14.1** The Bidder must not be a member of the Central Agency for Public Tenders or an employee of KOC, and shall submit a declaration to the effect with its quotation in the format attached to the RFQ as **Attachment H** to the Form of Tender.
- 14.2** The Tenderer is deemed to have knowledge of and must comply with law No. 25/1996 relating to declaration of commissions in connection with the state contracts.
- 14.3** The successful Tenderer, where such law is applicable to this Tender at the time of signing the Purchase Order or becomes applicable to this Tender during the supply period, must serve on the Purchasing Team within the time limit specified by such law a declaration in the format set out in “**Attachment-I**” to the form of Tender.
- 14.4** If Applicable, the Bidder must furnish a copy of the certificate issued by the Chamber of Commerce for the current Year.
- 14.5** If applicable, the Bidder must furnish a copy of the certificate issued by the Ministry of Labor & Social Affairs, indicating the percentage of Kuwaiti employees.

15. QUESTIONNAIRE:

Attachment F to the Form of Tender must be filled-in by the Bidder.

16. THIRD PARTY INSPECTION:

KOC reserves its right to conduct THIRD PARTY INSPECTION of material by KOC or its nominated representative/s at the premises of the Manufacturer/s prior to shipment.

17. PURCHASE ORDER:

- 17.1** In case your offer is accepted and KOC enters into a Contract with you, the Purchase Order format shall be filled in with the requisite details and shall form a part of the Contract.
- 17.2** In case successful Bidder does not sign Contract within 30 days of submission of his Performance Bond, the Bidder shall be deemed to have withdrawn and its Bid Bond shall be confiscated.
- 17.3** The Bidder shall submit Tax exemption Certificate issued by Ministry of Finance for the current financial year to KOC Accounts Payable Team. In case of failure, KOC shall have the right to retain 5% of invoice value till the submission of same.
- 17.4** Payment shall be made within 30 days from the material acceptance.
- 17.5** This RFQ/PO involves liquidated damages as per clause 43 of the GENERAL CONDITIONS OF CONTRACT. Applicable rate shall be ½ % of the material value per week of delay (or part thereof), subject to a maximum of 10 % of the Contract value.



18. TRANSPORTATION & DELIVERY OF MATERIAL

- Mobile Equipment including Cranes, Heavy Vehicles
- Light Motor Vehicles (of less than 3.5 Tons Capacity)

18.1 The Contractors may hire Mobile Equipment including Cranes, Heavy Vehicles and/or Light Motor Vehicle for the purpose to offload, stack & transport the materials/items subject to those mobile equipment have valid 3rd party inspection certificate from KOC approved list or shall be hired from KOC approved list of :

- Category # 64 for 'Inspection of Mobile Equipment'
 - Category # 48 for 'Hire of Heavy Equipment & Cranes'
- With compliance to applicable KOC procedures and standards.”

18.2 All Mobile equipment should pass safety inspection at Warehouse Gates as per safety Checklist (Attachment –J).

18.3 The Contractor and its Subcontractors (of all tiers) shall ensure that all heavy vehicle for material transportation (whether owned, leased, borrowed or otherwise), including trucks, trailers, tankers etc., and mobile equipment as defined in procedure KOC.SA.013 (whether owned, leased, borrowed or otherwise) used in the performance of the Works/Services and that are operated on the Company's premise shall:

- a. Not be older than Fifteen (15) years at any time during the performance of the Works/Services; and
- b. Be regularly serviced and maintained in good condition in accordance with the manufacturer's recommendations.

18.4 The Contractor and its subcontractors (of all tiers) shall install and maintain speed monitoring device (SMD) as per Company's Driving Procedure (KOC.SA.016) for all vehicles, including replacement vehicles.

18.5 The Contractor and its Subcontractors (of all tiers) shall install and maintain Driver Monitoring System (DMS) as per Company's Driving Procedure (KOC.SA.016) for all heavy vehicles and mass transport vehicles.



APPENDIX - ATTACHMENT TO FORM OF TENDER

ATTACHMENT B **BID BOND DETAILS**

Vendor shall submit a Bid-bond for a value of

RFQ line item#	Bid Bond value KD.
1	250/-
2	

along with his offer, otherwise his bid will be disqualified

Fill in the Bid-bond details:

Tender No: _____ of Kuwait Oil Company (KSC)

Bid Bond No: _____

Name of the Bank: _____

Validity _____

Start date: _____ Expiry Date: _____

Amount K.D _____

Signature & Stamp

**This form should be duly filled and attached with the Bid Bond*



APPENDIX - ATTACHMENT TO FORM OF TENDER

ATTACHMENT C MANUFACTURER'S DATA

We, the tenderer, give hereinafter the manufacturer data of each item:

Item No.	Manufacturer's Name	Address	Origin	Tel. No.	Fax No.	E-mail	Contact Person

Please add pages if necessary.

Signature & Stamp: _____

Date: _____



APPENDIX – ATTACHMENT TO FORM OF TENDER

ATTACHMENT-D
SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATION

PARAGRAPH OF TENDER SPECIFICATION	PRECISE DETAILS OF DEVIATIONS INCLUDED IN THE OFFER



APPENDIX – ATTACHMENT TO FORM OF TENDER

ATTACHMENT-E

SCHEDULE OF DEVIATIONS FROM TENDER TERMS & CONDITIONS

PARAGRAPH OF TENDER DOCUMENT	EXACT DETAILS OF DEVIATIONS FROM TENDER DOCUMENT



APPENDIX – ATTACHMENT TO FORM OF TENDER
ATTACHMENT-F
QUESTIONNAIRE

Bidders are required to complete this questionnaire and attach it to the offer

	YES	NO
1. Are the manufacturers detailed quotation and Data Sheets Attached? Please specify:		
2. Are the Catalogue, Leaflets, Drawing etc. attached with the offer? Please specify precisely in Number 9 of this form.		
3. Have you submitted the necessary sample to KOC (To be filled in as and when applicable.)		
4. Are complete price lists of spare included as requested in Particular Instructions. The original manufacturer's name and part no. of each part must be specified in Attachment "G".		
5. Please confirm that you have carefully read the tenders technical specifications and have clearly detailed any deviations, if any, on the attached Deviation Sheet.		
6. Please confirm that you will supply the following (as appropriate in accordance with specification details), in the event that the Purchase Order is placed with you: 6.1 Operations Manuals 6.2 Maintenance Manuals 6.3 General Arrangements Drawing etc. 6.4 All special tools, jigs and templates necessary for routine maintenance and full overhaul of the plant / equipment 6.5 Performance Test Reports 6.6 Materials Test Certificates 6.7 Standards & Codes Applied. 6.8 Vendor Drawings.		
7. Please confirm that you will in the future promptly inform KOC of any modifications or changes to specifications, identity codes, manufacturer's spare part numbers etc. and will also inform KOC at least six months before any item heads for obsolescence.		
8. Are local service facilities available, including spare parts for Emergency Repairs and Replacement? (To be filled in as and when applicable).		
9. Please provide a list of all Catalogue, Leaflets, Drawings, etc. attached with your offers. Please list below the Catalogues Titles in details and specify relevant item number on each Catalogue/Drawing.		
<div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> <div style="text-align: center; width: 45%;"> <u>Title of Catalogue/Drawing</u> </div> <div style="text-align: center; width: 45%;"> <u>Items related in this Tender</u> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.1</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.2</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.3</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.4</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.5</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.6</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">9.7</div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> <div style="width: 40%; border-bottom: 1px dashed black;"></div> </div>		



APPENDIX - ATTACHMENT TO FORM OF TENDER

ATTACHMENT G

DECLARATION

We, the Tenders (as defined by Article 20 of Law No. 49/2016), hereby certify that none of the owner(s)/partners of our company of local agent (as Applicable) is a member of the Central Tenders Committee or an employee of the Kuwait Oil Company. We also submit a certificate from the Ministry of Commerce and Industry, including owner(s)/partners names of our firm/local agent.

Further, we hereby submit the following (for local contractors and agents only):

1. For companies: Copy of Articles of Association and latest amendment thereto (if any)
2. For Establishments: The Ministry of Commerce and Industry certificate indicating owner(s)/partners.

Signed: _____

For and on behalf of: _____

Date: _____ Stamp: _____



APPENDIX - ATTACHMENT TO FORM OF TENDER

ATTACHMENT H **DECLARATION FORM**

In accordance with the provisions of Articles 2 and 3 of Law no. 25/1996 relating to declaration of commissions in connection with state contracts, I/we submit the following details relevant to this purchase contracts.

- **Third Party (e.g./broker/middleman)**
- **Full Name of Third Party**
- **Role of Third Party in connection with this Purchase Contracts and Tenders.**
- **Occupation of Third party.**
- **Home of record of Third Party.**
- **Kuwait address of Third Party.**
- **Kuwait address for serving notices on Third Party.**
- **Value/percentage of commission.**
- **Whether commission made direct/indirect.**
- **Method of payment of commissions**
- **Type of commissions (money, benefits, or in kind)**
- **Place where commission made.**
- **Name of recipient.**

** A separate form is to be used for each transaction/commission/third party. If no commission have been paid, the Supplier shall indicate nil against each item above.*

Signed :

For and on behalf of :

Date :



ANNEXURE-A

SPECIMEN OF PERFORMANCE BOND

(To be issued from a Bank Authorized & Licensed to operate in Kuwait)

Kuwait Oil Company (K.S.C.)
P.O. Box 9758
61008 Ahmad, Kuwait

Dear Sirs,

At the request of [name of vendor] ("Vendor") we hereby unconditionally and irrevocably guarantee to pay you the sum of Kuwaiti Dinars (KD_____) (representing [insert percentage] ____ % of the Purchase Order/Blanket Purchase Order Price) upon receipt of your first written demand in connection with your Purchase Order/Blanket Purchase Order No. [_____] with the Vendor relating to the supply of [_____].

We shall make payment hereunder notwithstanding any contestation by the Vendor.

Our liability hereunder shall not be affected by any modification or additions to the terms of the said Purchase Order/Blanket purchase Order or its scope or any extension of time which may be agreed between the Vendor and yourselves or by any indulgence or forbearance which you may grant to the Vendor.

Our liability hereunder shall become effective upon issuing date of this Bond.

Our liability hereunder will expire on _____ and any demand received by us thereafter shall be null and void.

BANK :

(Address)

by

(Authorized Signature)

(SEAL)

Date of Issuance:



ANNEXURE-B

TRANSPORTATION AND DELIVERY OF MATERIAL

MOBILE EQUIPMENT

In accordance with KOC HSEMS procedures and to enhance safety to all concerned, all Mobile equipment entering the company Warehouse/facilities must be inspected / certified/complied with the requirements as detailed below.

- a) On the basis of the attached “checklist”, the Mobile Equipment shall be inspected & certified by the TPI Agency.
- b) All Mobile equipment entering KOC’s Warehouse/facilities are subject to verification with the attached checklist for full compliance. KOC reserves its right to deny access to enter Company premises for Non- Compliant Mobile Equipment.
- c) The TPI Agency issued certification shall be valid for ONE year period or the duration of the supply of ordered Materials.
- d) The Mobile equipment classification and the relevant requirements shall be as follows:

A. HEAVY EQUIPMENT AND CRANE

(For handling Merchandises with gross weight more than 3.5 Tons)

A.1 For Hired Mobile Equipment :

A.1.1. The Mobile Equipment hired should be from the companies listed in KOC Approved List category (48) “Hire of Equipment and Crane “ (list attached).

A.1.2. All Mobile Equipment should have a valid Third Party Inspection Certificate from companies listed KOC approved list category (64) “Inspection of Mobile Equipment “(list attached).

A.1.3. All Mobile Equipment should pass safety inspection at Warehouse gates as per “Safety Checklist” (list attached).

A.2. For Supplier owned Mobile Equipment:

As specifically stated in A.1.2. and A.1.3. above.

B. LIGHT MOTOR VEHICLE (LMV) :

(For handling Merchandises with gross weight less than 3.5 Tons)

As specifically stated in A.1.3. above.



P&MM GROUP

Safety Checklist for Heavy Equipment

Equipment Type: KT No:

Name of Owner:Contract / P.O. No:

Name of Supplier / Contractor:

Sr .No	The Required Checks	Ok or Not	Remarks
<i>Strike out whichever is not applicable based on type of Equipment / Mobile Plant</i>			
1.0	Essential Documents:		
1.1	Valid Registration Card		
1.2	Valid Test Certificate (lifting equipment)		
1.3	Operator has valid and required type of driving license		
1.4	Valid third party inspection Certificate (list 64).		
1.5	Vehicle owned by Supplier or hired from (list 48).		
1.6	Approved Rigger (Banksman) available with Crane.		
2.0	External Checks:		
2.1	Marking of Safe Working Load (SWL)		
2.2	Head light (high / low beam), rear light, flashing indicators (rear & front), parking light, brake light.		
2.3	Reverse horn & Warning horn functioning.		
2.4	Free from physical damage.		
2.5	Protective guards in place for rotating parts.		
2.6	Rear view / side view mirror in good condition.		
2.7	Tires in good condition.		
2.8	No oil leaks in the hydraulic system.		
2.9	Wheel nuts & Bolts Checked.		
2.10	Safety Latch in place. (Applicable to Crane)		
2.11	Out Rigger Jack Support in good condition. (Applicable to Crane)		
3.0	Internal Checks:		
3.1	Fire Extinguishers		
3.2	Hand Break in working condition.		

Recommendation: The equipment is ☐ **Suitable** / ☐ **Un-suitable** for deployment in the field.

Checked By (Name/Designation) **KOC. No.**

Signature **Date**

Revision date: 09/03/2014



P&MM GROUP

Safety Checklist for Trailer

Vehicle Type: KT No:

Name of Owner:Contract / P.O. No:

Name of Supplier / Contractor:

Sr No	The Required Checks	Ok or Not	Remarks
<i>Strike out whichever is not applicable based on type of Vehicle / Mobile Plant</i>			
1.0	Essential Documents:		
1.1	Valid Registration Card		
1.2	Driver has valid and required type of driving license		
1.3	Valid third party inspection Certificate - Original copy (list 64).		
1.4	Vehicle owned by Supplier or hired from (list 48).		
2.0	External Checks:		
2.1	Marking of Working Load Limit (WLL)		
2.2	Head light (high / low beam), rear light, flashing indicators (rear & front), parking light, brake light.		
2.3	Reverse horn & Warning horn functioning.		
2.4	Free from physical damage.		
2.5	Windshield in good condition.		
2.6	Rear view / side view mirror in good condition.		
2.7	Tires in good condition.		
2.8	No oil leaks in the hydraulic system.		
2.9	Wheel nuts & Bolts Checked.		
2.10	No abnormal smoke, noise & vibration while running.		
2.11	Load properly secured with straps, bands or other means.		
2.12	Cabin backside guard (Head Board) in place.		
2.13	Trailer side supports are adequate, suitable and in good condition.		
2.14	Anchor points are good in condition & are adequate. (For Securing Load)		
3.0	Internal Checks:		
3.1	Fire Extinguishers		
3.2	Hand Break in working condition.		

Recommendation: The equipment is ☐ Suitable / ☐ Un-suitable for deployment in the field.

Checked By (Name/Designation) KOC. No.

Signature Date

Revision date: 09/3/2014



Warehouse Team
Safety Checklist for Vehicle Entry

ANNEXURE B
RFQ 2105548

KT No:

Vehicle Type :

Contract/P.O. No

Name of Owner :

Name of Supplier / Contractor :

Sr .No	The Required Checks	OK or Not	Remarks
Strike out whichever is not applicable based on type of Equipment/ Mobile Plant			
1.0	Essential Documents :		
1.1	Valid Registration Card		
1.2	Valid Test Certificate (lifting equipment)		
1.3	Driver has valid and required type of driving license		
1.4	*Valid third party inspection Certificate (list 64)		
1.5	*Vehicle owned by supplier or hired from list 48.		
2.0	External Checks:		
2.1	Marking of safe Working Load (SWL) (Lifting Equipment)		
2.2	Head Light (hi/low beam), rear light, flashing indicators (rear & front), parking light, brake light.		
2.3	Reverse horn & Warning horn functioning		
2.4	Free from physical damage		
2.5	Windshield in good condition		
2.6	Rear view/ side view mirror in good condition		
2.7	Tires in good condition		
2.8	No oil leaks in the hydraulic system		
2.9	Wheel nuts & Bolts checked		
2.10	Safety Latch in place (for lifting Equipment)		
2.11	No abnormal smoke, noise & vibration while running		
2.12	Load properly secured with straps, bands or other means		
2.13	Cabin backside guard (Head Board) in place.		
2.14	Trailer side supports is suitable and in good condition		
2.15	Out Rigger Jack Support in good condition(if Applicable)		

Recommendation: The equipment is ☐ suitable / ☐ un-suitable for deployment in the field.

Checked By (Name) KOC/Contractor No.

Signature & Date

Category (48) - HIRE OF HEAVY EQUIPMENT AND CRANES

Contractors Name (E)	Address	Telephone	Fax	Email	Contact Person
1 AGAM GROUP LIMITED COMPANY W.L.L.	P.O. BOX 516, DASMAN 15456, KUWAIT	1844822 / 22271500	22271501 / 22271502	JASSIM.ALMAJID@AG AMCO.COM	JASSIM AL-MAJID - GENERAL MANAGER & PARTNER
2 AL-AJMI & PARTNER FOR GENERAL TRADING & CONTRACTING COMPANY	PLOT#40, PWC YARD NO.2, MINA ABDULLAH AREA, BEHIND KHARAFI	23916977	23920983 / 23920985	INFO@ALAJMI.CC	FAHMI AL- MAFALANI - GENERAL MANAGER
3 AL-MUSAIRIE NATIONAL GEN. TRDG. & CONTG. EST COMPANY	P.O. BOX 47976, FAHAHEEL 64030, KUWAIT	23986225 - 23980441	23986743	KUWAIT@MTCNATION AL.COM	FAHAD HAMAD AL-MUSAIRIE - CHAIRMAN
4 EL-HOSS ENGINEERING & TRANSPORT CO. WLL	P.O. BOX 9304, LOT 6, AHMADI 61004, AHMADI, KUWAIT	23981388/9	23981585	JOHN.RAAD@HETCO.N ET	JOHN RAAD - GENERAL MNGR
5 FUTURE SERVICES GENERAL TRADING & CONTRACTING. COMPANY WLL	4TH FLOOR, 4TH BLK, AL SHAWAFAAT BUILDING (OLD HEALTH MINISTRY	22420607/224552 30/1	22420608	CONSTRUCTIONS@FU TURE-SERVICES.NET	FOUAD ZEIDAN - PRESIDENT
6 HOT ENGINEERING & CONSTRUCTION COMPANY (K.S.C.C.)	EAST AHMADI, BLOCK 7, PLOT 25. P.O. BOX 2518, SAFAT 13026, KUWAIT	22251818	22251819	HOTKUWAIT@HOTEC C.COM	JAMAL N. AL- HOUTI - CHIEF EXECUTIVE OFFICER
7 INTEGRATED LOGISTICS CO.	P.O. BOX 750 DASMAN 15458 KUWAIT	23985306 / 23985883	23985884	INFO@ILCKW.COM	SALEH AL- HUWAIDI - CHIEF EXECUTIVE OFFICER

	Contractors Name (E)	Address	Telephone	Fax	Email	Contact Person
8	JASSIM TRANSPORT & STEVEDORING CO. K.S.C.C.	P.O. BOX 22801, SAFAT 13089, KUWAIT	22286100	22286124	INFO@JTCKW.COM / ADEL@JTCKW.COM	ADEL KOHARI - CEO
9	KGL TRANSPORTATION CO.	P.O. BOX 29804, SAFAT 13159, KUWAIT	22246442 / 1888700	22246449 / 24845926	YASAR.SHATNAWI@K G.COM	YASAR SHATNAWI - TENDERS MANAGER
10	MARAT NATIONAL GENERAL TRADING AND CONTRACTING CO.	AHMADI, INDUSTRIAL AREA, BLC.7, AHMADI CENTER COMPLEX,	23981819/999927 21	23983800	INFO@MARATNATION AL.COM	NASER AL-HUMAIDANI - GENERAL MANAGER
11	NASER M. AL-BADDAH & PARTNER GEN. TRDG. & CONTG. CO.	P.O. BOX 9088, AHMADI 61001, KUWAIT	1867777 / 23260666	23260555 / 22284444	ADMIN@NBTCGROUP.COM	K.C. CHACKO - SR. MANAGER (CORPORATE) - AUDITS &



Category (64) - Inspection of Mobile Equipment

Contractors Name (E)	Address	Telephone	Fax	Email	Contact Person
1 AL-MANSOORI SPECIALIZED ENGINEERING LLC.	P.O. BOX 3374, ABU DHABI, UAE	9712-5543602	9712-5543718	mis@almansoori.biz	P. GANGADHARAN - GENERAL MANAGER INSPECTION SVCS
2 BUREAU VERITAS	PLOT NO. 30, STREET 60, BLOCK-D, SHUWAIKH INDUSTRIAL AREA, KUWAIT	24825997 / 24825977	24825984	BV.KUWAIT@AE.BUR EAUVERITAS.COM	KHALED HAMD - COUNTRY CHIEF EXECUTIVE
3 ENGINEERING CORNER FOR INSPECTION EST.	P.O BOX 235 RASTANURA 31941 KINGDOM OF SAUDI ARABIA	+966 13 6676999	+966 13 6676894	ECI@ECCGROUPKSA.COM	NASSIR M. BALHARITH - PRESIDENT
4 GAMMA PETROLEUM SERVICES	EGYPT CAIRO MAADI, 7D/1 AHMED ABDELAZIM ST.	+2201-2895-6286 / +2022-2517-6124	+2022-2517-6124	gpsom@gammaps.org	FAWZY MOHAMED SAYED - AUTHORIZED MANAGER
5 GERMANISCHER LLOYD INDUSTRIAL SERVICES GMBH	GERMANISCHER LLOYD BRANCH OFFICE KUWAIT P.O. BOX 20842 SAFAT 13069	22251338 / 22478963	22251339 / 22478961	GLO-KUWAIT@DNVGL.COM	SHERIF HELMY - COUNTRY MANAGER GL GROUP
6 INDIAN REGISTER OF SHIPPING INDIA		009122-6721-2300	009122-6721-2315	INDUSTRIAL_SERVICE_S@IRCLASS.ORG	M. S. RAY - CONTRY REPRESENTATIVE - KUWAIT

Wednesday, 17 October, 2018

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	Contractors Name (E)	Address	Telephone	Fax	Email	Contact Person
7	INTERNATIONAL INSPECTION CENTRE CO. W.L.L.	P.O. BOX 296, SABAHYA 54573, KUWAIT	23986748 - 23988915	23986749	ENQUIRY@INTREXK W.COM	FADI KARDAHJI - CHIEF EXECUTIVE OFFICER
8	LLOYDS BRITISH TESTING LTD	4-6 BELWELL LANE, FOUR OAKS SUTTON COLDFIELD, WEST MIDLANDS B744AB, UK	0044 1213235500	0044 1213235599	GHADA.TALAAT@LLOYDSBRITISH.COM	GHADA TALAAT - MANAGING DIRECTOR ME & AFRICA REGION

Wednesday, 17 October, 2018

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ANNEXURE C

*Reference clauses 20 and 21 of the Contract.

SPECIMEN DISCLAIMER

CLOSURE OF CONTRACT WITH KUWAIT OIL COMPANY (K.S.C.)

CONTRACT NO. _____

TITLE:

SUPPLIER: _____

1. This is to confirm that the Contract Period of the above Contract expired on _____ and except for the deductions referred to in paragraph 2 below, all payments due under the Contract have been received by us in full satisfaction of all claims we have now or in the future arising out of or in connection with this Contract.
2. We agree that the Performance Bond shall be held by Kuwait Oil Company until the production by us to Kuwait Oil Company a certificate from the Income Tax Office of Kuwait stating that we have discharged our tax liability. Such Performance Bond when released shall be in full and final settlement of the Contract.

Made this _____ day of _____.

For and on behalf of: _____