

PARTICULAR INSTRUCTIONS TO THE TENDERER **FOR ONLINE SUBMISSION**

-For-

RFQ: 2105383

- ❖ 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 SUBMISSION:

- 1.1 Bidder shall download and submit online the **Price Quotation in Excel Sheet format.**
- 1.2 The Bidder shall download RFQ documents and duly fill-in the required information and submit online all details as directed in the RFQ including Attachments.
- 1.3 **In case of failure, Bidder's participation shall not be considered.**
- 1.4 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.

2. QUERIES:

- 2.1 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.
- 2.2 KOC may at any time prior to closing date issue clarification or addendum/supplementary and these shall become an integral part of the RFQ.

3. PRICES:

- 3.1 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.

4. DELIVERY:

- 4.1 **Material is required to be delivered within a period of best XXXX**
- 4.2 **Delivery shall be calculated from the date of signing the Purchase Contract/Order or within Ten (10) days of KOC's intimating award, whichever is earlier.**
- 4.3 **KOC Reserves its right to reject the bids quoting longer period.**
- 4.4 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.
- 4.5 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.
- 4.6 Tender containing range of weeks for delivery (i.e., "X" to "Y" weeks) may not be accepted.

5. EVALUATION OF TENDER:

- 5.1 Evaluation of the offer shall be made **Per Lump-sum** basis.
- 5.2 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.

6. DEVIATIONS:

- 6.1 Offers must be exact to Specifications, Terms & Conditions listed in the Tender.

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- 6.2 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.
- 7. TECHNICAL DETAILS:**
- 7.1 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.
- 7.2 The Bidder must ensure to **provide the documents, drawing and details along with the bid, as specially stated in Appendix-1: General & Technical Specification.**
- 7.3 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.
- 8. ORIGIN AND APPROVED MANUFACTURERS**
- 8.1 The Bidder must provide the full name and address of the Manufacturer, including facsimile, telephone numbers and e-mail address on **Attachments C & C (I)** to the Tender.
- 8.2 The Tenderer must state the country of origin where the Material is / will be manufactured and purchased.
- 8.3 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.
- 8.4 **This Tender is restricted to Mfr. VEC Code : 28**
- 9. 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.
- 10. DECLARATIONS**
- 10.1 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.
- 10.2 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.
- 10.3 If Applicable, the Bidder must furnish a copy of the certificate issued by the Chamber of Commerce for the current Year.
- 10.4 If applicable, the Bidder must furnish a copy of the certificate issued by the Ministry of Labour & Social Affairs, indicating the percentage of Kuwaiti employees.
- 11. QUESTIONNAIRE:**
- Attachment F** to the Form of Tender must be filled-in by the Bidder.

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12. 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.

13. PURCHASE ORDER:

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 Payment shall be made within 30 days from the material acceptance & subject to Change in Payment terms clause.

14. TRANSPORTATION & DELIVERY OF MATERIAL

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

- 14.1 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."

- 14.2 All Mobile equipment should pass safety inspection at Warehouse Gates as per safety Checklist (Attachment –J).
- 14.3 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.
- 14.4 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.
- 14.5 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 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 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 : _____

