

### General Instructions to Bidders

1. KUFPEC shall accept bids only from bidders invited to participate in a tender. KUFPEC shall reject any bid submitted by a bidder whose name does not exactly match with that on the list of bidders for the tender.
2. KUFPEC shall 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 KUFPEC in their country of origin. Bidder shall neither be a member of Central Agency for Public Tenders (CAPT) nor an employee or member of the board of directors of KPC or its subsidiaries.
3. Any bidder contemplating the submission of a bid shall thoroughly examine all parts of the bid documents and, should there be any doubt as to the meaning or intent of said bid documents, the bidder should request a clarification thereof from KUFPEC. 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.
4. Queries / requests for clarification regarding bids shall be emailed to [Bidder@kufpec.com](mailto:Bidder@kufpec.com) unless a different person is designated for the same in "Particular instructions to Bidders"/specific instructions in the bid document. Bid number & title shall be mentioned in such correspondence. Also, such queries/requests for clarification shall be accepted by KUFPEC only before Closing Date.
5. Any request for extension of the Closing Date shall only be considered up to two days before the Closing Date. For the avoidance of doubt, KUFPEC makes no guarantee that such requests will be accepted.
6. Any bid which contains a proposal alternative to that required by the bid document, unless expressly asked for by KUFPEC or allowed by the terms and conditions of the bid document shall be rejected.
7. The bidder shall fill in the bid price in the Form of Bid/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 Bid / pricing summary sheet(s) along with all its attachments.
8. The currency of the bid price and payment shall be in Kuwaiti Dinars unless otherwise specified in the bid documents.
9. 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 bid documents and its attachments; and any information provided at or subsequent to the Pre-Bid Meeting and the Site visit.
10. The bidder is deemed to have adequate knowledge of the KUFPEC's Health, Safety, Security Environment Guidelines .

11. Any invited bidder who decides not to participate in the bid is required to submit its reasons for not participating to the [Bidder@kufpec.com](mailto:Bidder@kufpec.com) prior to the bid closing date.
12. All costs incurred by the bidder as a result of the preparation of the bid, Site visit and Pre-Bid Meeting shall be borne by the bidder.
13. KUFPEC 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.
14. The successful bidder shall submit a Performance Bond in the value specified in the bid 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 KUFPEC. The wording of the Performance Bond shall be generally in accordance with the specimen provided in the bid document. Also, it shall be valid for the entire completion period and the warranty period, AND ADDITIONAL THREE MONTHES.
15. In the event the successful bidder does not provide the Performance Bond and/or fail to sign the Contract with KUFPEC if so required and within the period prescribed by KUFPEC, the bidder may be deemed to have withdrawn from the bid process and recalled his offer. In which event, it shall be a sufficient ground for cancellation of the award of the Contract.
16. The person(s) signing the bid documents for the bidder shall 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 KUFPEC) shall be uploaded/submitted with the bid or when instructed by KUFPEC.
17. Altering, modifying or revising the bid documents in any manner by the bidders, other than as expressly permitted, may cause KUFPEC to take appropriate measures including disqualifying/delisting the bidders from this bid or future bids.
18. Bidders, intending to have a deviation from the bid documents shall expressly list such deviations. In the event the documents with the bid do not include such information, it shall be deemed that the bid submitted is in full compliance with KUFPEC's terms and conditions as cited in the pertinent bid documents, Minutes of Pre-Bid meeting, Addendums, notes to bidders, if any. Bidders shall note that deviations from the bid requirements may affect their bids unfavorably.
19. KUFPEC will review the bid and determine whether it is a compliant bid or not considering, among others, the following.
  - a. whether the bidder has submitted the following documents.
    - i) Duly signed and stamped Index (of the bid documents) as a confirmation that the bidder has studied the bid documents and that his proposal is in full compliance with the bid documents, except for the deviations specifically listed in accordance with clause 18 above.
    - ii) Duly filled-up Form of Bid and/or pricing summary sheet(s).
    - iv) Such proof of authority for the signatory(s) of the bidder as specified in clause 16 above.
    - v) Deviations, if any.
    - vi) Any other document as stipulated in the bid documents.

b) Extent of compliance with the other requirements of the bid documents.

If a bid is considered not substantially compliant, as may solely be determined by KUFPEC in its own judgement and absolute discretion, it may be rejected by KUFPEC 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.

- b. If the bid of a preferred bidder is determined to be materially unbalanced or inconsistent in relation to the KUFPEC's estimate of the cost of the Works to be performed under the Contract, KUFPEC 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 Bid, 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 KUFPEC may deem fit and appropriate. The bidder shall cooperate with and provide to KUFPEC all such details that KUFPEC may require.
- c. In addition, bidders shall note that submission of a bid will not be possible after 01:00 pm Kuwait Time on the Closing Date.
- d. The Contractor shall affect and maintain an insurance Policies, covering its liabilities under the contract and shall name KUFPEC as principal. The coverage shall be up to the minimum limit stated in the Contract, and type of insurance shall be as per the contract for the full period of the contract.