

K-Tendering Portal Disclaimer

1. Introduction

Kuwait Petroleum Corporation and Subsidiaries, hereinafter referred to as “K-Companies”, owns and operates K-Tendering Portal. Please read this Disclaimer carefully before using K-Tendering Portal. By using K-Tendering Portal, you signify your assent to these this Disclaimer. If you do not agree to this Disclaimer, please do not use K-Tendering Portal. Kuwait Petroleum Corporation and Subsidiaries may modify this Disclaimer, as it deems necessary, at any time and without notice.

The Disclaimer is intended to serve the commercial requirements of Company and its business partners and contains a basic set of provisions which can ensure that electronic commercial transactions, hereinafter referred to as "e-Transactions", may be concluded by business partners within a sound framework.

In addition to entering into the Disclaimer with the K-Companies, the Business Partner must take appropriate steps to ensure compliance with its own national and local laws, in particular with regard to:

- Storage of documents and messages
- Data protection.

2. Use of Cookies

K-Tendering Portal uses "cookie" which are small files placed on your computer by the browser. We use cookies:

- To store preference.
- To navigate between the various applications without having to connect again.

These cookies cannot be turned off in K-Tendering Portal, as they are needed to deliver the correct information. You can set your browser to block cookies, but then some parts of the portal will not work.

3. Intellectual Property Rights and Trademarks

All documents, names, logos and trademarks appearing on K-Tendering Portal are either owned by Kuwait Petroleum Corporation and Subsidiaries or one or more of its affiliated companies, or by a third party which has granted Kuwait Petroleum Corporation and Subsidiaries a right to use them on K-Tendering Portal. The use or misuse of these documents, names, logos and trademarks or any other content on this Web site, except as provided in Disclaimer, is prohibited. Nothing contained herein shall be construed as granting the right to use any documents, names, logos and trademarks displayed in K-Tendering Portal without the written permission of the owner of the document, name, logo or trademark.

In the event you download software from the Web site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") is licensed on a revocable, non-exclusive basis to you by Kuwait Petroleum Corporation and Subsidiaries. Kuwait Petroleum Corporation and Subsidiaries does not transfer title to the Software to you. You own the medium on which the Software is recorded, but Kuwait Petroleum Corporation and Subsidiaries retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form.

4. Terms of Use K-Tendering Portal

The Business Partner agree to ensure that the level of security which they utilize to improve the safeguards against errors in communication and interception of messages and to enhance the evidential value of records of the Business Partner's electronic communications will be appropriate for the electronic transactions.

The Business Partner can use K-Tendering Portal to:

- View information published on the K-Tendering Portal
- Download published documents for own use during preparation of the Tender/RFQ/PQ proposal.
- Submit requested documents during registration process, bidding process, pre-qualification process or any other process where the business partner is invited.

The Business Partner must not:

- Use K-Tendering Portal account or any other data owned by other business partner.
- Upload any document, which consists/linked of spyware, virus, trojan, worm, keystroke logger, rootkit or other malicious computer software.
- Use any software to access our site through automated process to generate log-in data.
- Take any action which will make: damage, incorrect behavior, availability or performance of e-Business Portal.
- Publish, sell, resubmit or share any of downloaded documents or information published on K-Tendering Portal.

Any technical problem that you encounter must be documented (what action you have performed, screen and/or video shots, exact error messages, etc.) and indicated within 60 minutes to Company's Helpdesk (contacts details in section 10. – Company's address and contact details). The fact of not indicating (in time) a technical problem is considered to be a waiver of any claim for potential and future damages in this regard.

5. Communication

5.1 Method of Communication

Company proposes that the Business Partners shall communicate electronically through K- Tendering Portal and e-mail. Any communication by the means accepted by both the Company and the business partner shall hereinafter be referred to as a "Message".

5.2 Receipt and Acknowledgement of Receipt

5.2.1 Definition of Receipt

Receipt occurs at the time when a Message is made available to the receiving Party at the electronic address used by the receiving Party.

5.2.2 Acknowledgement of Receipt

The receiving Party shall be obliged to acknowledge receipt of a Message. An acknowledgement shall be given by an automated message once the Acceptor electronically accepts the agreement and is sufficient to indicate to the sender that the Message has been received and accepted.

5.3 Errors in Communication

Either Party must give notice to the other Party of circumstances, including technical errors in a received transmission, which prevent the further processing of a Message. Such notice shall be given within three working days from the date of the event. The receiver is entitled to regard each Message received as a separate Message and to act on that assumption, except to the extent that it duplicates another Message and the receiver knew or should have known, had it exercised reasonable care or used any agreed procedure, that the Message was a duplicate.

The receiver is entitled to regard the Message as received as being what the sender intended to send, and to act on that assumption. The receiver is not so entitled when it knew or should have known, had it exercised reasonable care or used any agreed procedure that the transmission resulted in an error or delay.

6. Validity and conclusion of e-Transactions

6.1 Validity

The Business Partners agree that valid and enforceable obligations may be created by the communication of Messages. The Business Partners expressly waive any rights to object to the validity and/or admissibility of the Disclaimer and any e-Transactions solely on the ground that communication between the Business Partners occurred through the use of electronic communication.

6.2 Conclusion of an E-Transaction

An e-Transaction shall be formed when the Message sent as acceptance of a transaction has been accepted by concerned party through the K-Tendering Portal.

7. Terms and Conditions for e-Transaction(s)

The e-Transaction(s) shall be subject to the following terms and conditions:

The Terms and Conditions shall be applicable for Company's Tenders, Bids from Business Partners in response to Tenders, Contractor/Supplier Invoices and application for registration of Business partners. All existing contracts with the Company shall be deemed to be valid for e-Business transactions upon acceptance of agreement through the K-Tendering portal.

Pursuant to the method of payment set forth in the Contract Specification, the Contractor undertakes to submit an electronic invoice, electronic scanned copy of original invoice and relevant electronic supporting documents through K-Tendering Portal which matches with Service orders, Work completions and Contract receipt and payments approved by the Superintendent of the Contract at the end of each appropriate Month to the Company's Accounts Payable Team claiming payment for Works executed in accordance with the Contract and in respect of which the Contractor is entitled to be paid in accordance with the Contract. The original hard copy invoice shall be submitted to the Controlling team for records.

Only when all items have been rectified and the Contractor has fulfilled all his obligations under the Contract shall the Superintendent issue a final Acceptance Certificate and prepare the final CRP releasing all retention monies held. On receipt of the Final CRP accompanied by the Final Acceptance Certificate, Contracts Services Team shall prepare the Final Statement of Account to be signed by both the Contract Team Leader and the Contractor stating that the final amount payable is in full and final settlement of the Contract.

The Final Statement of Account, which shall be based on the Final CRP, shall be prepared by Contracts Team and signed by Contractor prior to release of the final CRP and will be electronically submitted to

Accounts Payable Team through K-Tendering Portal for further processing.

The Superintendent of the Contract shall be responsible for the expeditious verification of Contractor's CRP and the certification of all payments made under the Contract. Payments, unless otherwise specified in the Contract, must represent a genuine assessment of the value of the Services provided up to the date of the Contractor's invoice.

Accounts Payable Team shall make all certified payments as per electronic invoice with deductions if applicable within the period specified in the Contract.

8. Limited Warranties

The materials in this web site are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Company does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Company does not warrant or make any representations regarding the use or the results of the use of the materials in this web site in terms of their correctness, accuracy, reliability, or otherwise. You (and not Company) assume the entire cost of all necessary servicing, repair or correction. Neither Company nor any of its affiliates shall be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in any way connected with accessing or using any content on this web site or any content on any site or sites linked to this site. Company reserves the right to make changes to this web site and to the representations included as part of the web site at any time without notice.

9. Law and Jurisdiction

9.1 Choice of Law

This Disclaimer shall be governed by the national laws of Kuwait.

9.2 Severability

Should any provision of this Disclaimer be for any reason invalid or unenforceable, all other provisions of the Disclaimer shall remain in full force and effect.

9.3 Termination

Any Party may terminate this Disclaimer upon not less than [30 days / other time period] prior notice of the termination. No termination shall affect any communications occurring prior to the termination, or the performance of any related transactions. Those provisions which by their nature are continuing obligations shall survive termination and remain binding upon the Business Partners.

9.4 Entire Agreement

This Disclaimer constitutes the complete agreement of the Business Partners on the subject matters of this Disclaimer.

9.5 Disputes

Any dispute arising out of or in connection with this Disclaimer shall be referred to the courts of Kuwait.



10. CPQ Team address and contact details

Central Pre-Qualification Team
Kuwait Petroleum Corporation
and Subsidiaries
P.O. Box 9758 Ahmadi
61008 Ahmadi, Kuwait
Telephone Exchange No. 00965 - 23865007
e-Mail: cpqhelpdesk@kockw.com

Helpdesk:

Telephone Exchange No. +965 – 23872333
e-Mail: cpqhelpdesk@kockw.com
Opening times: every working day (Sunday – Thursday) from 7:00 AM to 3:00 PM
Find more detailed information about us in K-Tendering Portal.

Disclaimer Acceptance

By accepting this disclaimer, you acknowledge that you have read this Disclaimer and agree to all its terms and conditions. By accessing the K-Tendering Portal, you agree to be bound by this Disclaimer. If you do not agree to abide by the terms of this Disclaimer, you are not authorized to use or access the K-Tendering Portal.



مؤسسة البترول الكويتية
وشركاتها
Kuwait Petroleum Corporation
and subsidiaries