



THE GOVERNMENT OF
THE KINGDOM OF BAHRAIN
ELECTRICITY AND WATER AUTHORITY

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS CONTENTS

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INSTRUCTIONS TO TENDERERS

1. Definitions

1.1 Measured Term Contract: is a contract for the supply of services, goods or construction work the exact quantities of which cannot accurately be assessed in advance and provides for remuneration wholly or partly on measurement or re-measurement of the completed works.

1.2 The Authority : is the Electricity and Water Authority of the kingdom of Bahrain acting through the Directorate mentioned in the tender key information hereto.

1.3 The Engineer/Supervising Officer: is the person referred to in the tender key information hereto or any replacement therefor appointed by the Authority.

1.4 Tender closing date: is the date referred to in tender key information hereto.

1.5 The Project: is the project more particularly mentioned or referred to in the tender key information hereto.

2. Tender Documents:

A complete set of Tender Documents consists of the documents listed below:

Section 1. KEY INFORMATION

Section 2. INSTRUCTIONS TO TENDERERS

Section 3. ARTICLES OF AGREEMENT

Section 4. SPECIFICATION/ EVALUATION/DRAWINGS

Section 5. TENDER FORMS

3. Qualifications of Tenderers

3.1 General Requirements

In general, the Authority when transacting for the purchase of its requirements for goods and services or for the execution its projects shall deal only with individuals and establishments who are licensed and competent to do the required job. In addition the tenderer shall either be :

- a) a Bahraini individual, corporation or government body; or
- b) a Bahraini individual or corporation with a non-Bahraini partner or a Bahraini individual or corporation acting as a representative for a foreign company; or
- c) a non-Bahraini individual or corporation who is sponsored by a Bahraini individual or corporation and who has the right to conduct business in Bahrain according to the provisions of the Commercial Agencies Act. (The conditions and provisions of the Commercial Companies Act and the Commercial Agencies Act shall be complied with).

3.2 **Bahraini Nationals**

- 3.2.1 Tenderers intending to submit a tender for the Authority Contract must undertake to employ Bahraini staff at the percentage(s) set out from time to time for the Private Sector by the Ministry of Labour.
- 3.2.2 It is the responsibility of Tenderers to ascertain from the Ministry of Labour the Percentage of Bahraini Nationals required to be employed. For the time being, those Percentages are contained in Ministerial Order No. 7, of 1996.
- 3.2.3 Upon receiving the letter of intent, the contractor(s) involved in the tenders related to the work of cleaning, maintenance and gardening must provide a statement of the Ministry of Labor confirming that the company is *committed to Bahranization by 100% as per the Cabinet decision No.1656-01 issued on 21 October, 2001. This will be a pre-request for signing the contract.*
- 3.2.4 The awarded Vendor(s)/Tenderer(s) is to submit the statement issued by Ministry of Labour requires a commitment to abide by *Cabinet Decision No. 1656-01 issued on 21st October, 2001* which commits the associated companies and establishments contracting with Ministries of the Kingdom of Bahrain *to provide 100% Bahraini manpower* in respect of cleaning, maintenance and gardening services (for the subject tender only). This will be a pre-request for signing the contract.
- 3.2.5 Tenderers must submit with their tenders a certificate of compliance with employment percentages(s) for Bahraini nationals issued by the Ministry of Labour.
- 3.2.6 A successful tenderer must undertake to employ Bahraini nationals at the Percentage(s) set from time to time for the Private Sector by the Ministry of Labour throughout the period of the contract and any extension thereof.
- 3.2.7 If a successful tenderer should breach this undertaking during the period of the Contract. or any extension thereto, the Authority shall have the right to terminate the Contract without prejudice to any other rights or remedies that the Authority may have.

3.3 **Prohibited Categories**

The following categories are not allowed to supply goods or to render services to or to contract work with or to submit tenders for the project :

- a) a government employee, except when asked to carry out non-commercial activities such as the purchase of books written by that employee or art, photography and musical work composed by that employee, or the payment for that employee's rights of royalties for literary and artistic work.
- b) an individual or a corporation convicted of criminal offences before or during the time when tenders are being invited.

- c) an individual or corporation barred from transacting business unless reinstated.
- d) a bankrupt until his debts have been discharged according to a court decision.
- e) a contractor who has had contracts revoked by a supervising government agency which decided that the reasons for revocation disqualify the contractor from any future contracting with the Government of the Kingdom of Bahrain or if there is a similar judgment from a judicial body.
- f) whoever is proved to have committed fraud or engaged in dis-honest activities when dealing with a Government body or any other legal entity and the concerned supervising Government authority has barred transactions with him/it or if a similar decision has been passed by a competent judicial authority.
- g) any person barred for the time being by His Excellency the Minister of Electricity and Water from participating in tenders.

3.4 Bahraini Tenderers

Every Bahraini tenderers whether an individual or corporation shall submit proof of the following requirements with his tender. Items a) and b) below shall apply also to the Bahraini sponsors of non-Bahraini individuals or establishments:

- a) a copy of the commercial registration certified by the Ministry of Commerce in addition to a copy of the receipt for payment of commercial registration fees for the year in which the tender is submitted;
- b) an official proof that the tendering entity is owned by or is sponsored by or has a Bahraini partner among its partners or has an agent, whether an individual or company, in the Kingdom of Bahrain;
- c) adequate design and technical knowledge and pertinent practical and operational experience. The tenderer shall state projects of similar size which have already been executed by him.

3.5 Overseas Tenderers

All overseas tenderers shall submit the following certificates and statements when invited to deal with the Authority :

- a) a statement from a bank which is acceptable and recognized by the Bahrain Monetary Agency stating the financial capability of the tenderer;
- b) a statement of major works completed by the company overseas or in Bahrain and which are of similar nature to the work to be carried out. The statement

shall be certified by an official authority in the country where the works have been executed or in the tenderer's country of origin;

- c) completion certificates issued in the name of the tenderer for work executed by the tenderer whether in Bahrain or abroad;
- d) copies of the tenderer's published accounts for the last two years showing the balance sheets and profit and loss statements audited by a recognized certified auditor.

3.6 Tenderer's Representative and His Address

If the tenderer is a Bahraini resident he shall provide his address in Bahrain. If the tenderer is a foreigner to Bahrain he shall appoint a Bahraini agent in Bahrain and shall submit in respect of his Bahraini agent the items mentioned in paragraph 3.4 above with his tender. All notices and correspondence sent to the address in Bahrain of the Bahraini agent shall be deemed to be validly served on the tenderer.

3.7 Boycott of Israel

Tenderers shall comply with all laws, rules and regulations in force in the Kingdom of Bahrain relating to the boycott of Israel.

3.8 Additional Requirements

The tenderer shall have past experience in undertaking similar projects and provide full details in support of the same with his submissions under the Technical Bid. Any supplementary information shall be supplied when required to do so at the stage of tender evaluation.

4. National Industry Protection and Support

4.1 Unified Rules for Giving Priority to National Products and Products of National Origin :

The tender shall be subject to the Unified Rules for Giving Priority to National Products and Products of National Origin. (*Article 8, Prime Ministerial Edict No. 21 of 1987*).

4.2 List of Bahraini Materials and Products

In order to assist the tenderer in selecting materials and products for the Project the latest list produced by the Ministry of Industry of the Government of the Kingdom of Bahrain showing available Bahraini Materials and Products is included in the Specification. No warranty is given as to the accuracy of the information contained in such list or as to the suitability or availability of the materials and products mentioned in such list. Neither the said Ministry of Industry nor the Authority shall incur any liability as a result of any arrangement between the tenderer and any company or person mentioned in such list. The tenderer should note that the successful tenderer shall not be obliged to import into Bahrain a material or product if the local equivalent of

such material or product is available in Bahrain but is not mentioned in such list.

4.3 Appendix to Form of Tender

The tenderer must as part of his tender indicate all Bahraini materials and products which he intends to use for the Project. In order to satisfy this requirement the tenderer shall complete the Appendix to the Form of Tender so as to indicate the relevant item and quantity thereof in the Specification, the trade name (if any) of the Bahraini material and product which he intends to use for such item, the name of the supplier and the total of value of such material or product. The tenderer may also complete such Appendix so as to quote for any item against which he has indicated a Bahraini material or product, an alternatively sourced material or product which he is willing to use in respect of such item; in order to do so he shall complete such Appendix so as to indicate the trade name (if any) of the alternatively sourced material or product, the name of the supplier and the total value thereof. The Authority shall be at liberty in respect of each item mentioned in such Appendix to accept either the Bahraini material or product or the alternatively sourced material or product. For the purpose of this paragraph the expression "alternatively sourced material or product" means a material or product from any country or state or group of countries or states other than Bahrain.

4.4 Approval of Supervising Officer

The tenderer should note that the acceptance of a tender shall not release the successful tenderer from any obligation arising under the Contract to obtain the approval of the Engineer/Supervising Officer for materials or products for the Project.

5. Pre-Tender Conference

- 5.1 When the Authority considers it necessary, arrangements for a pre-tender conference may be made. Tenderers shall notify in writing, at least seven (7) days before the date fixed for the conference, the points (if any) which he requires clarified.
- 5.2 The words "pre-tender conference" shall include any meeting formally convened by the Authority for the purpose of discussing, collectively, with all participating tenderers any matters which require clarification in relation to the project covered under the Tender.
- 5.3 All pre-tender conferences are arranged only upon the express condition that requesting or participating tenderers, their associated principal, sub-contracting or supplying firms, or companies, their agents, employees, advisers, consultants or any other persons participating in any pre-tender conference for and on behalf of the tenderer will release and indemnify the Authority and their servants and agents from and against all liability in respect of and will be responsible for personal injury (whether fatal or otherwise) loss or damage to property and any other loss, damage, cost and expenses howsoever caused

(whether by the act or neglect of the Authority or their servants or agents or not), which but for the exercise of such permission would not have arisen.

- 5.4 The tenderer shall first pay the prescribed non-refundable tender deposit, register himself and carefully study the Tender Documents before participating in a pre-tender conference.
- 5.5 Information collected by the tenderer at a pre-tender conference shall be treated as supplementary or complementary to the Tender or the future contract and execution of work thereunder by the selected tenderer and shall not supersede the information given in the tender documents.
- 5.6 Clarifications made or answers to queries given verbally or with supporting documents by anyone who is conducting the pre-tender conference or anyone participating in it shall not modify, change, supersede or amend the information given in the tender documents unless and until an addendum is issued by the Engineer/Supervising Officer under the paragraph 6 & 7 of the Instructions.

6. Interpretation of Tender Documents & Site Visits

- 6.1 The tenderer shall be deemed to have read these instructions and no claim will be entertained on the grounds of failure to have read or comply with these Instructions or for any alleged misunderstanding of their import.
- 6.2 It is the tenderer's responsibility to examine the whole of the Tender Documents and to satisfy himself that their full import, severally and jointly, is completely understood and that a full set of Tender Documents as set-out below has been received. No claim will be entertained on the grounds that the tenderer failed to see or receive any of the Tender Documents in whole or in part.
- 6.3 The tenders information provided by the Authority is strictly limited to the information contained in the Tender Documents together with any written clarification, rectification and consequent addenda to the Tender Documents issued to the tenderer by the Engineer/Supervising Officer prior to the tender closing date.
- 6.4 In case any doubt exists as to the interpretation of the Tender Documents or any part thereof the tenderer may send a written request to the Engineer/Supervising Officer for any interpretation.
- 6.5 In the case of tenders where the Authority considers that it may be appreciate to show tenderers the site where the works, the subject of the tender, are to be executed, a site visit maybe arranged for all tenderers, to also be attended by Authority representatives.
- 6.6 Unless the Tender Documents otherwise provide, the tenderers are to visit and inspect the site entirely at their own risk and expense and obtain all requisite information regarding the nature of the site, local conditions, means of access, location of existing services and any other matters affecting the tender.

- 6.7 All site visits by the tenderers are permitted only upon the express conditions that requesting or participating tenderers, their associated, principal, sub-contracting or supplying firms, or companies, their agents, employees, advisers, consultants or any other person participating in site visits for and on behalf of the tenderer will release and indemnify the Authority and their servants and agents from and against all liability in respect of and will be responsible for personal injury (whether by the act or neglect of the Authority or their servants or agents or not) which but for the exercise of such permission would not have arisen.
- 6.8 No additional individual or special site visits can be arranged for any tenderer who fails to be present at the prescribed time, at the place and date or any tenderer who fails to collect all information required by him during the arranged site visit.
- 6.9 Entry, presence, exit and security at the Authority's sites are controlled by the Public Security Directorate of Ministry of Interior. The tenderer's representatives who are participating in a site visit shall meet the officer conducting the visit at the prescribed location, be always with him during the full course of the site visit and move out of the site as soon as the visit is over. Anyone who wanders within or around the Authority's sites in contravention of the above may be treated as a trespasser and be dealt with accordingly subject to the law applicable to the same.
- 6.10 The tenderer shall inform the Engineer/Supervising Officer, together with his request, or when a site visit is already arranged and mentioned in the Tender Documents, or when they receive the notice for a site visit, the full details of his team/representative/s proposing to take part in such visits seven (7) days before the date appointed and secure necessary security passes/ and clearances.
- 6.11 Tenderers are not permitted to use any camera, video or audio recording device of whatever description during site visits. All information collected by tenderers during site visits shall be treated as strictly confidential and shall be used by tenderers for the purposes only of preparing their tender bid.

7. Revision of Tender Documents

Any revision, addition, deletion, modification, explanation, interpretation or clarification of or to any part of the Tender Documents shall be made only by formal addenda duly issued by the Engineer/Supervising Officer at least three days prior to the tender closing date, to all recipients of the Tender Documents.

The Engineer/Supervising Officer will not be responsible for nor bound by any revision, addition, deletion, modification, explanation, interpretation or clarification except those contained in formal addenda. Such addenda shall become part of the Tender Documents.

8. Initial Bond

The Initial bond shall (in accordance with the Tender Board decision No. 3/2004.)
For more details about the Tender Board decision No. 3/2004 please follow the link below:

http://www.tenderboard.gov.bh/Uploads/Laws/cir032004_1.pdf

8.1 Every tender shall be accompanied by an Initial Bond with a value as specified in the Tender document or 1% of the bid amount, whichever is lesser, provided that no initial bond's value is less than BD 100/- . Ensure that the initial bond is in a form of Certified Cheque, Cash, Bank Guarantee, or insurance company guarantee, valid for the duration specified in the tender documents.

8.2 The Initial Bond shall be in one of the following forms :

- a) **Certified cheque** from an approved local bank in favour of Electricity and Water Authority, or
- b) **A bank guarantee** from an approved local bank in the form set out in these Tender Documents; or
- c) **A bank guarantee** from an overseas bank through a local bank in the form set out in these Tender Documents; or
- d) **An insurance company guarantee** from an approved local insurance company in the form set out in Tender Documents.

(Uncertified cheques are not acceptable)

8.3 The initial Bond shall be valid for the same period as the tender validity period and the validity shall be extended by the tenderer in line with any extension of the tender validity period.

8.4 Any tender submitted without the Initial Bond is liable to rejection.

8.5 The following tenderers are exempted from submitting an Initial Bond :

- a) government ministries, administrations and establishments; and

8.6 If the tenderer withdraws his tender after the tender closing date the Authority may forfeit the tenderer's Initial Bond without giving any notice or taking any legal action.

8.7 The Tenderer will be entitled to the return of his Initial Bond in the following cases :

- a) if the tenderer withdraws his tender by placing a withdrawal notice in the tender box before the tender closing date.
- b) to the unsuccessful tenderers after the contract has been awarded, without any application being necessary from the tenderer.
- c) to the successful tenderer after submitting the Performance Bond.

It shall be the tenderer's responsibility, on receiving notification from the Authority, to attend the Authority and collect the Initial Bond and acknowledge receipt of it in writing.

9. Tenderer's responsibility

It is the tenderer's responsibility to inform himself fully of all aspects of the Project and he shall not be entitled to claim at any time after the submission of his tender that the Authority or the Engineer/Supervising Officer should reimburse him for expenses incurred as a result of any misunderstanding with regard to his obligations. No verbal agreement or conversation with any officer, agent or employee of the Authority or of the Engineer/Supervising Officer or any other organization retained by the Authority either before or after the execution of the Contract shall affect or modify any of the terms or obligations therein contained.

10. Deviation from Tender Documents

Save as hereinafter mentioned the tenderer shall not deviate from the Conditions of Contract in any respect or from the Specification in any material respect. Should the tenderer consider it necessary or desirable to deviate from the Specification in any material respect, then, provided he initially submits a tender which complies in all respects with the Specification, he may in addition submit, as a separate tender an alternative tender indicating clearly the extent of the deviation and his reason for the deviation. The Engineer/Supervising Officer's decision as to what constitutes a material respect shall be final and binding on all parties. The tenderer shall designate his tender which complies with the Conditions of Contract in every respect and with the Specification in every material respect as "Basic Tender" . The tenderer shall designate his tender (if any) which complies with the Conditions of Contract in every respect but which deviate from the Specification in one or more material respects as "Alternative Tender" .

11. Submission of Tenders

11.1 Tenders shall be submitted by the tender closing date to the address(es) and in the manner prescribed in the tender document . Under no circumstances shall a Tender, or any copy of it or a copy of any part of it be personally handed over, mailed or transmitted to anyone in the Authority. The Authority will not be responsible for and will not enter into any communication on any Tender lost, misplaced or rejected due to misdelivery of the same by the Tenderer.

11.2 Tenders shall be made in (a) sealed envelope(s) which show(s) the name and number of the tender but which do(es) not mention the name of the tenderer or include any reference or mark of the tenderer.

11.3 Unsealed, torn, damaged or spoilt envelopes or envelopes which identify the tenderer in any way shall not be accepted.

11.4 Separate envelopes shall be supplied by the tenderer as indicated below in the manner of submission.

11.5 Manner of submission of tender :

The Bidders must submit their completed Technical & Financial bids in original text (Original bid only).

Filling in Bid Submission Form by suppliers / contractors and writing

down the total value of the bid in the form is a condition for acceptance of the bid as per the Tender Board rules and regulations.

Also, Bidders should include along with their bid Two (2) Electronic Copies (CDs) of the bid saved in PDF format, which must be identical to the original paper bid in accordance with the ***Tender Board circular No (4) of the year 201, For more detail about Circular 4 / 2014 follow the link:*** http://www.tenderboard.gov.bh/Uploads/Laws/Tameem_2014_4.pdf.

The CDs must be labeled to indicate the Tender Number , The Tender Title and the Bidder Company Name . The Financial submission CD must be distinguished from the Technical submission CD by writing the word Financial or Technical on the CDs and keeping them in the relevant envelopes.

11.6 The standard forms or originals of documents to be filled in/completed and submitted are issued in loose-leaf and enclosed in the tender standard forms section of the tender document.

11.7 Signature & Stamping:

Every page of the document to be incorporated in the respective bids/envelopes shall have the Tenderer's initials and the stamp, stating the registered name of the organization. Tender submission Form TB02/ PI02, the Form of Tender and Schedule of Rates and Prices shall be duly signed, witnessed, stamped & completed with other information required.

11.8 Presentation

In order to avoid misplacement or oversight of documents included in submissions, the Tenderer is strongly advised to tie them together in the prescribed order of presentation and to present each bid in separate plastic files for added safety.

11.9 Envelope & Envelops Labels:

The Tenderer shall use only standard Brown color envelopes for the Financial & Technical submissions . The Envelop labels provided with the tender document to be filled and stick on envelopes. The Tenderer's name or identity shall not be indicated, \written or stamped on the external cover of any envelope to be submitted.

11.10 Envelopes and their contents to be supplied with tender as follows:

A. FINANCIAL BID (ENVELOPE A)

This Envelop contains all information relating to the price(s) or financial aspects of the submissions.

Documents to be submitted and their Order of Presentation is as follows :

<u>Order of Presentation</u>	<u>Name of the Document</u>
01.	Financial bid Contents Sheet
02.	Tender Submission Form (TB02/PI02)
03.	Initial Bond (Standard form provided)
04.	Commercial Registration Details
05.	Bahranization Certificate (Applicable for Bahraini companies only)
06.	Form of Tender (Standard form provided)
07.	Schedule(s) of Prices/Rates/ <u>Delivery Periods</u>
08.	Insurance Cost Estimate (Where necessary)
09.	Engineering License (Where necessary)
10.	Organization Details of contractors (Standard form provided)
11.	Certificate & Statements (Where necessary)
12.	Receipt for Non - Refundable Tender Deposit
13.	Provision and Confirmation List

B. TECHNICAL BID (ENVELOPE B) :

This Envelop contains all information relating to the tenderer's Technical competency to undertake, execute and complete the project covered under this tender. Documents to be submitted and their order of presentation is as follows : -

<u>Order of Presentation</u>	<u>Name of the Document</u>
01.	Technical Bid Contents sheet
02.	Pre-Qualification Information (Not Applicable)
03.	List of Bahraini materials and products (If any)
04.	Sub-contracting arrangements (If any)
05.	Risk Management Program (If any)
06.	Technical sheets/catalogues
07.	Company profile/credentials
08.	Any technical documents in support of the offer

11.11 HOW TO PREPARE THE FINANCIAL BID

(1) Contents Sheet

Use the sheet supplied

(2) Tender Submission Form

Use the original of the form supplied. Indicate the total value of the tender under the column and state "subject to the attached Schedule of "Rates &

Prices" where break-up of prices or rates and prices are indicated in separate schedule(s).

(3) Form of Tender

Fill in, sign and witness the standard form attached

(4) Schedule(s) of Rates and Prices, Delivery Periods

Fill in all Schedules with necessary information.

NB: All schedules have to be fully detailed and priced and failure to supply required information and rates may result in the disqualification of the tender (Remember the rates and prices indicated will be all inclusive and binding on the Tenderer). All delivery periods shall be calculated from the date of issue of the Letter of Intent, any offer indicates otherwise, the offer is subject to disqualification.

(5) Initial Bond (in accordance with the Tender Board decision No. 3/2004.)

The standard form supplied has to be followed if it is a bond taken from an approved bank or an insurance company.

Manager's cheque issued by a bank or a company cheque certified by the issuing bank may be submitted in lieu of the bond. This cheque may be from any bank registered in Bahrain. The cheque shall be subject to the wording of the form of bond.

(6) Commercial Registration Details

Attach a very clear photocopy of the commercial registration and renewal details authorizing the tenderer to undertake the type of work covered under the project.

(7) Insurance Cost Estimates

Attach quotations obtained from approved insurers indicating the cost of insurance covers to be obtained under the Conditions of Contract.

This cost shall be already included in the documents mentioned under (2),(3) & (4) above.

(8) Engineering License

Attach a very clear photocopy of registration and renewal for the current year as issued by the committee for Organizing Engineering Professional Practice.

(9) Organization Details

Fill in the standard form supplied or if the space is not sufficient use additional pages.

(10) Certificates Statements

These are needed only in the case of overseas tenderers. Vide Para 3.4 of Instructions to Tenderers.

- (11) Receipt for Non Refundable Tender Deposit
Attach the a copy of the receipt issued for the non-refundable deposit.

11.12 HOW TO PREPARE THE TECHNICAL BID

- (1) Contents Sheet
Use the sheet supplied.
- (2) Pre-Qualification information
- (3) List of Bahraini materials and products

11.13 If the tenderer wishes to add any special conditions or amendments or to reduce his prices he must do so in a separate note deposited in the tender before the tender closing date. Such note shall be signed by the tenderer.

11.14 All Tender Documents belong to the original named tenderer and are not transferable to third parties.

11.15 After the closing date of the Tender all documents submitted in response to the Invitation to Tender, or any clarification submitted subsequently at the request of the Authority, within the dates and times specified, shall become the property of the Authority from the time of the submission and under no circumstances shall any part of the Tender be released to the tenderer or any other party even after the selection of the successful tenderer.

11.16 Submission made by the tenderer, based on the Tender Documents issued, shall be construed as the tenderer's unconditional undertaking to comply with all terms and conditions of the Tender and if selected, to comply with all terms and conditions set-out in the Tender Documents and to sign a formal contract before the commencement of the works.

11.17 The tenderer is not allowed to submit a tender for a part of the Project unless otherwise stated.

11.18 Subject to the provisions of paragraph 10 above any tender for the supply of materials shall be in agreement with the accepted sample of materials to be supplied or in accord with the authorized specifications or drawing with which the tenderer is required to be acquainted.

11.19 Subject to the provisions of paragraph 10 above the submission of a tender shall be treated as an implied acknowledgement of the tenderer's awareness of the tender specification and drawings.

11.20 The tenderer shall be bound by his Tender from the time of submission up to the expiry date for the tender validity. The Tender validity period is

one Hundred and Twenty (120) Days from the tender closing date stated in the diary and thereafter the tender submissions shall remain valid and binding on the Tenderer unless and until the Tenderer notify the Authority, in writing, at the end of the said One Hundred and Twenty (120) days, that the tender submissions would not be valid, any further, from the date specified in the notice.

- 11.21 The tenderer is bound by his prices stated in his tender, from the time of submission up to the expiry date specified in the tender conditions attached to the tender form. The tender bid shall remain valid for a period of one hundred and twenty days from the closing date for tender submission. The Authority may, after making a preliminary evaluation of bids, request a further extension of the validity period from tenderers who have qualified for further evaluation. The prices, conditions and specifications of the original tender shall remain valid during the extended validity period.
- 11.22 The form of tender shall be signed by the tenderer and all Tender Documents shall be officially stamped by the tenderer. If the tenderer is a company or corporation the tender shall be signed by an officially authorized person.
- 11.23 Any tender submitted after the tender closing date shall not be evaluated.
- 11.24 Samples submitted by tenderers shall be submitted separately from the tender, shall be stamped by the tenderer and shall be signed or distinctly marked by the tenderer. The Authority shall keep all submitted samples until examined and accepted for supply or rejected and returned to the tenderer. At least 2 units of the relevant sample shall be submitted if the sample is to be used for analysis or experimental purposes.
- 11.25 Tenderers can submit more than one tender. If they do so, then the accompanying Initial Bond must be based on the highest tender bid.
- 11.26 All Tender Documents issued by the Authority are to be submitted with the tender. All documents issued must be initialed, stamped and submitted by the selected Contractor after receiving the letter of Intent.

12. Place of Submission

Tenderer shall make his submissions at the correct place and on date of submission as indicated in tender advertisement invitation and instructions. The Authority will not enter into any communications relating to oversight, delay of failure on the part of the tenderer resulting in rejection of tenders or any other matter arising out of submission at the wrong place, in the wrong box or on a wrong date/time.

13. Tender Pricing

- 13.1 All tenders shall be priced in the Bahrain currency, namely Bahrain Dinars, unless a provision to the contrary is stated in the tender. The prices shall be stated both in figures and in words on the Form of Tender.

- 13.2 All items in the tender documents which require to be completed or priced by the tenderer shall be completed or priced or mentioned out in BLACK INK.
- 13.3 The crossing out or striking off of prices shall be avoided as far as possible. Any alteration or correction shall be clearly written after deleting the incorrect part. The tenderer shall initial the correction or alteration.
- 13.4 If the tenderer refrains from stating the price of an item or category in a list then it shall be treated at the discretion of the Authority either as a refusal by the tenderer to quote an offer in respect of that item or category or as an acknowledgement by the tenderer that the price of such item or category is included in the overall quoted price.
- 13.5 The tenderer shall not be allowed to increase or decrease his quoted price after submission.
- 13.6 If there are any discrepancies in the price list submitted by the tenderer either in items or totals the Authority may make the necessary corrections in the tender.
- 13.7 If the stated price in figures is different from the price stated in words then the price stated in words shall be considered as the offer.
- 13.8 If the unit price differs from the total price the unit price may be considered as the offer.
- 13.9 Subject to any provision to the contrary stated in the Tender Documents, the price quoted in the tender shall be considered inclusive and shall be deemed to cover all expenses and commitments to be borne by the tenderer in the performance of the Contract such as freight insurance, customs duty, clearance, off-loading and handling for the delivery of materials to the location specified in the Tender Documents.
- 13.10 The quoted prices are final and binding and shall not be revised or altered because of fluctuations in prices, duties or any other reasons unless these fluctuations are due to changes in customs duties. The exception to this provision is the variation in prices due to changes in the base metal costs which may be considered if the products are manufactured after the tender closing date and if there is provision made in the Appendix hereto for such a variation to be taken into account.
- 13.11 Tenders which are expressed to be subject to foreign exchange fluctuation shall not be considered unless otherwise stated in the Appendix hereto.
- 13.12 Tenderers submitted on the basis of a percentage reduction of the lowest tender shall not be considered and all tenders shall state a given fixed price in accordance with the Tender Documents.

- 13.13 EWA reserves the right to award partial orders and therefore prices must be valid for individual items/services.

14. Sub-Contractor's Qualification

No subcontracting is permitted unless the same is allowed under the conditions of Contract and if so the prior approval of the Authority is obtained in writing. Any future plans on subcontracting has to be clearly stated in the tender submissions.

In the event of sub-contracting being permitted then the following details shall be included in the tender :

- a) evidence in writing of firm commitments from sub-contractors to whom it is intended to sub-contract the supply of any major items to plant or the execution of any major portion of the Project;
- b) evidence that all obligations imposed by the Tender Documents on the tenderer have been fully understood and accepted where applicable by the sub-contractors referred to in (a) above;
- c) in the case of any sub-contractor to whom it is intended to sub-contract the execution of any major portion of the Project information on the nature of his organization and evidence of its competence to undertake the work involved together with details of the specialized staff to be used.

15. Evaluation of Tenders

15.1

- a) The Authority shall not be bound to award a contract to the tenderer submitting a tender with the lowest price.
- b) The Authority shall have the right to reject all Tender bids received.

15.2 The Tenderer have the right to file complaints and reconsideration against unlawful procedure or decision related to the purchase procedures. *In accordance with Ameer Decree No. 37 of 2002, Article 35(t)*

16. Provisional Intention to Award Contract

- 16.1 The Authority shall notify the successful tenderer in writing of the Authority's provisional intention to award the contract by way of a Letter of Intent. Such notification shall not result in any legal liability by the Authority to the successful tenderer. The legal liability of the parties shall only commence on the earlier of :
- i) the signing of the contract; or
 - ii) the issue by the Authority to the successful tenderer of facsimile/letter of award of contract.

In the case of (ii) above, a contract must still be signed before payments can be made to the successful tenderer.

- 16.2 If the successful tenderer fails to respond to, or acknowledge receipt of the Provisional Letter of Intent, or fails to forward, to the prescribed staff, bonds, insurances or other documents, as required, or fails to sign the contract or fails to commence work as required, or comply with any other advices or instructions given in the Provisional Letter of Intent, then in all cases, within the prescribed time limits, the Authority shall have an absolute discretion to revoke the Provisional Letter of Intent and to issue a fresh letter of Provisional Letter of Intent simultaneously, to any other tenderer acceptable to the Authority, in consultation with and subject to the prior approval of any other government authority concerned, without prejudice to any procedural, legal or other actions to be initiated against the defaulting tenderer.

17. Performance Bond

The performance bond shall be in accordance with the Tender Board decision No. 3/2004. For more details please follow the link below.

http://www.tenderboard.gov.bh/Uploads/Laws/cir032004_1.pdf

- 17.1 The tenderer who has been awarded the tender shall submit a performance bond within ten (10) days from receipt of the preliminary letter of intent. As for contracts entered into with overseas contractors, submission of a performance bond shall take place within twenty (20) days of receipt of the provisional Letter of Intent. *(as per Article 76 of Decree No. 37 of 2002)*
- 17.2 The Performance Bond shall be in a form of Bank Guarantee, or Insurance Company Guarantee, valid for the work completion period, from approved local insurance companies, local banks and overseas banks.
- 17.3 If the tenderer shall fail to submit the Performance Bond within the period specified in paragraph 16.1 above the Authority may, at its discretion, allow a further 10 days for the submission of the Performance Bond. If the tenderer shall fail to make the required submission within the extended period he shall be treated as failing to perform his duties and necessary action may be taken against him according to these Instructions to Tenderers including the forfeiture of the Initial Bond without any notification or legal action taken against him. His Excellency the Minister of Electricity and Water shall be entitled to bar the tenderer from participating in any future tenders for a period of not less than one year.
- 17.4 Exemptions from the submission of Performance Bond are the same as those for the Initial Bond (paragraph 8.5 above).
- 17.5 If the successful tenderer shall submit the Performance Bond within the period specified in paragraph 16.1 above but shall fail to sign the contract within a reasonable time of being called upon so to do without an acceptable or valid reason or shall express his unwillingness to sign the contract he shall be deemed to be withdrawing from the tender/to be in breach of contract as appropriate. In such an event the provisions of paragraph 16.3 above shall be applied against the tenderer and his Initial Bond/Performance Bond shall then be liable to consequent forfeiture. The Authority may then award the tender to the next best tenderer and may claim and deduct any additional costs

involved against monies owed to the withdrawing tenderer/contractor (as the case may be) by the Authority or by any other Government bodies to the defaulting tenderer or by legal action.

18. Advance Payment Guarantee

In the event of provision being made in the Appendix hereto for an advance payment to be made to the tenderer then no advance payment shall be made until an "Advance Payment Guarantee" has been submitted in accordance with the Conditions of Contract and a formal Contract has been entered into.

18.1 Whether advance payment to be made and if details there of:

No advance payment can be made by the Authority.

19. All Documents Confidential

The tenderer (whether his tender is accepted or not) and all other recipients of the Tender Documents (whether they submit a tender or not) shall treat the details of the Tender Documents as private and confidential . In particular no information concerning this or any other tender shall be issued to television, radio or press or other media services without the prior written approval of the Engineer/Supervising Officer. The tenderer shall impose a similar condition on any supplier or sub-contractor.

20. Insurance

- 20.1 The tenderer shall be deemed to understand the indemnity and insurance requirements under the Contract to be signed by the successful tenderer. It shall be the responsibility of the tenderer to ensure that insurances to be taken out by him under the Contract shall be sufficient to cover all insurable risks and liability exposures associated with the works to be performed.
- 20.2 The successful tenderer shall submit Certificate(s) of Insurance or Cover Notes or Policies taken out as per the Contract within 10 days from the date of Letter of Provisional Intent. The Authority may extend this period up to any appropriate date if the tenderer is not resident in Bahrain or if a request, supported by justification, is made to the Authority. The wording of all documents pertaining to insurances shall be subject to the approval of the Authority.
- 20.3 All insurances required under the contract shall be arranged before the tenderer is handed over the possession of the work site or before any work relating to the project is commenced.
- 20.4 If the tender shall fail to submit the required insurances within the specified period he shall be treated as failing to perform his contractual obligations and necessary legal or other action may be taken against him according to the Tender Documents, including the impounding of the Initial Bond without any notification.
- 20.5 In addition to the insurance to be taken out, and if so required by the Authority, the tenderer shall prepare a full programme of risk management to

be implemented during the contract term. The programme shall cover all aspects of safety, security, occupational health and insurance while the Contract work is executed.

21. Approved local Bank and Insurance Companies

21.1 The initial bonds and the Performance bonds shall be provided either from :

- a- Local Conventional Retail Bank or
- b- Locally Incorporated Insurance Firm

21.2 Please find below the link to the Central Bank of Bahrain (CCB) official website which lists all the approved/ registered banks and insurance companies.

<http://www.cbb.gov.bh/iis/register>

22. Canvassing

Any form of canvassing is prohibited. If a tenderer or a person acting on his behalf shall make any representation intended to influence the consideration of the tenders, either directly or indirectly to a Government official or to any person officially concerned in the consideration of the tenders, then his tender shall be disqualified. In the event of a second occurrence he shall be suspended from the list of approved Government contractors for one year. In the event of a third occurrence he shall be permanently suspended from the list of approved Government Contractors.

23. Costs of Tender

All costs incurred by the tenderer in the preparation of his tender and any work in connection therewith shall be solely at the expense of the tenderer.

24. Discrepancies in Tender Documents

If there is any discrepancy or conflict between this document and the Specification, then this document shall prevail. The tenderer shall bring any discrepancy in the Tender Documents to the notice of the Engineer/Supervising Officer before submitting his tender. No adjustment to the tender price sum will be allowed for any discrepancy discovered after the tender closing date.

25. Tender Board Regulations

The tender shall be subject to the Tender Law issued by Legislative Decree No. (36) of 2002, its Implementing Regulations issued by Decree No. (37) of 2002 and the amendments issued by Decree No. (29) of 2010. Bidders shall be referred to these governing laws at the website of the Tender Board which is www.tenderboard.gov.bh.

26. Further Instructions (if any)