

Contract No: [SPWS Auction]

AGREEMENT

PURCHASE, DE-CONSTRUCTION, DISMANTLING, DEMOLITION & REMOVAL OF SITRA POWER & WATER STATION

THIS AGREEMENT is made the day of 2023 between the **ELECTRICITY AND WATER AUTHORITY** as represented by **CENTRAL STORES DIRECTORATE** (hereinafter called “EWA”) of P. O. Box 5325, Manama, Bahrain (hereinafter called "EWA") of the one part **AND** (CR. NO.....) of P. O. Box, Manama, Kingdom of Bahrain (hereinafter called “Purchaser”) of the other part.

WHEREAS: EWA is the legal proprietor of a water & power plant and respective accessories namely, Sitra Power & Water Station and located in the Sitra Industrial Area, Bahrain as particularly described in Annexure A herein (the “Equipment”) and;

WHEREAS: EWA desires to sell at online auction in accordance with the terms and provisions of this Agreement and has instructed MAZAD to arrange and undertake the online auction on behalf of EWA and;

WHEREAS: the Purchaser desires to purchase the said the Equipment and has bid at auction in respect of the same and;

WHEREAS: The Purchaser shall be responsible for the de-construction, dismantling, demolition & removal of the Equipment upon purchase according to the terms of this Agreement.

THIS AGREEMENT NOW WITNESSETH as follows:

1. **THE CONTRACT DOCUMENTS**

The following documents shall be deemed to form and shall be read and construed as part of the Contract, namely

- (a) these Articles of Agreement;

- (b) the Scope of Work;
 - (c) the Annexure marked “A” being the List of Equipment & Accessories;
 - (d) the Purchaser’s bid Offer dated.....2023;
 - (e) EWA’s Letter of Intent dated2023 (Ref. No.....);
 - (f) the Purchaser’s Performance Bond (Ref. No.....);
 - (g) the Purchaser’s Insurance Policy (Ref. No.....).
- (hereinafter called "the Agreement Documents").

In the event of any conflict or discrepancy between any of the documents specified in article 1 herein and this Agreement, then the terms of agreement shall prevail. In the event of any conflict or discrepancy between any of the Contract Documents other than this Agreement then the order of precedence in the authorities shall be as previously listed in article 1 above.

2. SALE AND PURCHASE

- 2.1. Upon and subject to the terms and conditions of this Agreement, EWA agrees to sell on an “as is and where is” basis the Equipment and the Purchaser agrees to purchase on an “as is and where is” basis the Equipment as more fully described in Annexure marked “A” and attached hereto and subject to the Scope.
- 2.2 EWA agrees to sell the Equipment and the Purchaser agrees to purchase the Equipment without
 - (i) any express or implied warranty, merchantability or fitness for a particular purpose and;
 - (ii) any and all other warranties, express or implied.

3. PURCHASE PRICE

- 3.1 the Purchaser agrees to pay to EWA as the full purchase price for the Equipment the total sum of **Bahrain Dinars****(BD.....Only (“Purchase Sum”)).**

- 3.2 The said sum is exclusive of any Value Added Tax (“VAT”). Further the Purchaser shall bear the cost of, and be responsible for the payment if any and all tax imposed in accordance with the provisions outlined in the Kingdom of Bahrain Decree –Law No. 48 and its executive regulations.
- 3.3 The said sum shall be paid by the Purchaser strictly within thirty (30) days of the date of the Letter of Award.
- 3.4 Payment of the contract sum pursuant to article 3.2 herein shall be made by the Purchaser according to the requirements of MAZAD pursuant to the online auction and to be advised by MAZAD.

4. TITLE

The transfer of ownership of the Equipment is evidenced by this Agreement and transfer of title to the Purchaser shall be effective as of the date and confirmation by EWA’s bank of payment of the purchase price in full according to article 3.3 herein.

5. DE-CONSTRUCTION AND REMOVAL

- 5.1 EWA shall make the Equipment available for de-construction and removal by the Purchaser immediately upon receipt of full payment of the Purchase Price pursuant to article 3.3 herein.
- 5.2 The Purchaser shall be responsible for collecting and removing the Equipment according to the Scope strictly within **six (6) months** from the date of EWA making the Equipment available to the Purchaser pursuant to article 5.1 herein.

6. THE PARTIES’ DUTIES

6.1 The Purchaser’s Duties

- 6.1.1 the Purchaser shall be fully responsible for all the dismantlement and removal of the Equipment at its sole cost and expense and in accordance with all applicable laws and regulations and at all times whilst at the Equipment premises shall abide by all EWA standard safety and security operating procedures and/or regulations.
- 6.1.2 the Purchaser shall provide and deploy all necessary labour, materials and equipment to dismantle and remove the Equipment and remove from

- EWA's premises in accordance with the Scope and generally accepted practices and procedures.
- 6.1.3 the Purchaser shall provide EWA in writing with the full names and CPR details of its staff or sub-contractor staff attending EWA premises to undertake the required dismantling and removal of the Equipment.
 - 6.1.4 the Purchaser shall be responsible for obtaining all necessary permits or approvals from appropriate sources at its own cost. The Purchaser shall provide EWA with copies of all such permits and approvals.
 - 6.1.5 the Purchaser shall comply with **all** the regulations of EWA and with the Statutes Ordinances Laws Regulations and Bye-Laws of the Kingdom of Bahrain and shall pay and indemnify the Authority against any fees or charges legally demandable under the same in relation to the execution of the subject works.
 - 6.1.6 While performing dismantlement and removal work in accordance with this Agreement, the Purchaser shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation or code of any government authority that may cause injury to persons, nor shall the Purchaser in any manner deface or injure EWA property not subject to dismantlement and removal or permit any unreasonably objectionable noise or odor to be emitted, or permit anything to be done on EWA's premises tending to create a health, environmental, or safety hazard or nuisance.
 - 6.1.7 No hazardous materials, as that term is defined by local & international environmental laws, rules or regulations, shall be handled upon, about, above or beneath any portion of EWA's premises by or on behalf of the Purchaser without the prior written consent of EWA. Notwithstanding the foregoing, normal quantities of those hazardous materials customarily used in the conduct of dismantlement and removal work may be handled on the premises without EWA's prior written consent; such materials shall be handled at all times in compliance with all applicable environmental laws.
 - 6.1.8 the Purchaser shall protect and preserve existing utilities indicated or made known to it by EWA, and shall provide for disconnection of same as necessary. The Purchaser shall preserve all site utilities, water distribution systems, and wastewater collection systems at their respective service connections.

- 6.1.9 the Purchaser shall be responsible and undertake the draining of any fuel, oil and chemicals from the Equipment and tanks so as to enable the Purchaser to dismantle and remove the same.
- 6.1.9 the Purchaser shall remove all waste materials, rubbish, and equipment upon completion of the dismantlement, and shall dispose of all waste materials and rubbish in a licensed landfill.
- 6.1.10 the Purchaser shall operate, maintain, and leave the site in a generally orderly condition including the reinstatement of any concreting and walls according to a similar specification as the existing structures.
- 6.1.11 the Purchaser shall be responsible for the security of its tools and working equipment while on the Equipment premises and shall erect and maintain all reasonable or necessary safeguards for the protection of persons and property, including safety barriers to and warnings of dangers and hazards, which safeguards and notices shall remain in place until completion of the work in accordance with this Agreement.
- 6.1.12 the Purchaser shall be responsible for any arrangements required to be made in respect of (but not limited to) the erection and maintenance of a site office, the connection of electricity and water and any costs in relation to the same so as to enable the Purchaser to undertake their responsibilities under this Agreement.
- 6.1.13 The Purchaser shall be responsible for the security of the Equipment upon transfer of title (pursuant to article 4 herein) and adhere to the Equipment security requirements in the Scope of Work.

6.2 EWA's Duties

- 6.2.1.1 EWA shall provide the Purchaser all technical documents and manuals (that are in the current possession of EWA) in respect of the Equipment to enable the Purchaser to dismantle the said Equipment.
- 6.2.2.2 EWA shall provide the Purchaser a copy (as is available) of its standard safety and security operation procedures and/or regulations.
- 6.3.3 EWA indemnifies the Purchaser in respect of all prior claims and/or debts related to the Equipment up to the date of this Agreement.
- 6.2.4 EWA shall provide the Purchaser (at its further request in writing), official letters addressed to government officials, departments and/or Ministries

confirming details of this Agreement and the requirements of the Purchaser so as to assist the Purchaser in obtaining the required permits and/or licences according to Kingdom of Bahrain regulations and laws.

- 6.2.5 EWA shall take all reasonable precautions to ensure the Purchaser's uninterrupted access and/or intervention to the EWA Equipment premises from unauthorized EWA staff and/or third parties according to EWA standard safety and security operating procedures and regulations
- 6.2.6 EWA shall take all reasonable precautions to safeguard the perimeter of the Equipment premises according to EWA standard safety and security operating procedures and regulations.
- 6.2.7 EWA shall ensure the safety of the Equipment premises according to EWA regulations so as to enable the Purchaser to undertake the dismantling procedure and shall provide the Purchaser with guidelines of EWA safety policies and operational procedures.

EWA shall notify the Purchaser in writing when the Equipment premises have been safely secured so as to allow the Purchaser to undertake the dismantling procedure.

- 6.2.8 EWA shall issue the necessary hot work certificates and/or permits to the Purchaser according to EWA's standard procedures and regulations.

7. PENALTIES

The Purchaser shall adhere strictly to the completion timeframe delineated in Article 5.2 herein failing which, EWA shall be entitled at its sole discretion to apply a penalty upon the Purchaser at the rate of 1% of the purchase sum for every day of delay up to a period of 15 working days. Thereafter, this Agreement shall be deemed to be terminated and title to the any uncollected Equipment shall revert to EWA and be immediately seized by EWA and sold to an alternative purchaser at the expense of the Purchaser and without the requirement of a Court Order and without prejudice to EWA's additional rights under article 12 herein.

8. ACCESS & GATE PASSES

EWA shall provide the Purchaser access and required Gate Passes to the location of the Equipment with prior arrangement between the parties at suitable times (except for Official Public Holidays).

9. SUB-CONTRACTORS & CONSULTANTS

Subject to the terms of this Agreement and the requirements under the Scope of Work, any subcontractors and outside associates or consultants required by the Purchaser in connection with this Agreement shall be limited to the Purchaser's consultants, contractors and sub-contractors individuals specifically authorized in writing by EWA. Any substitutions in or additions to subcontractors, associates or consultants shall be subject to the prior written approval of EWA. The Purchaser shall bind all subcontractors and consultants to the provisions of this Agreement and said sub-contractors and consultants shall be directly responsible to the Purchaser.

10. WARRANTIES

The Purchaser warrants that it has expert knowledge or has secured the services of an experienced consultancy firm in respect of the dismantling, demolishing and removal of the Equipment and is familiar with the local and international laws and regulations including environmental laws and regulations which apply to or affect the Equipment and the future operation thereof.

11. INSURANCE

11.1 the Purchaser shall accept liability for and shall indemnify and hold harmless EWA against all claims, proceedings, costs, damages, losses or other expenses relating to the dismantling and removal of the Equipment in respect of:-

- a) personal injury to or death of any person whomsoever (including any employee of the Purchaser); and
- b) damage to or loss of any property whatsoever to whomsoever belonging and wherever situated,

arising by reason of any action, inaction, default or negligence of the part of the Purchaser or any of its employees.

11.2 Without limiting its liability under Sub-Clause 11.1 above, the Purchaser shall on or before the date of commencement of the subject works take out a policy of third party property and personal injuries indemnity insurance affording a minimum of BD300,000 cover for any one claim with the

number of claims unlimited, such policy to be maintained in full force and effect throughout the period of the performance of this Agreement.

- 11.3 The insurance policy referred to in Sub-Clause 11.2 above shall be taken out with one of the insurance companies approved by EWA for the time being in terms approved by EWA, which approval shall not be unreasonably withheld.
- 11.4 Certified true copies and/or evidence in approved form of the insurance policy taken out pursuant to Sub-Clause 11.2 above shall be forwarded to EWA on demand and should the Purchaser fail by the required date to take out the above insurance policy or within the time required by their insurance company to pay the premiums due in respect thereof EWA shall have the right, without liability for any losses thereby sustained by the Purchaser, to take out such insurance policy itself and to pay such premiums direct to the Purchaser's insurance company and to offset amounts so paid against payments due to the Purchaser under this or under any other agreement or otherwise to recover the said amounts as a debt due from the Purchaser.

12. PERFORMANCE BOND

- 12.1 The Purchaser has provided a Performance Bond issued by an approved local bank for% of the Purchase Price being (being **BD**). The said Performance Bond, shall be returned to the Purchaser only upon successful removal and transportation of the Equipment from EWA premises according to the terms of this Agreement.
- 12.2 In the event of defaulting on its obligations under this Agreement, EWA shall have the right to cash-in the Performance Bond over and above any penalties applied pursuant to Article 7 herein.

13. RE-SALE OR LEASE OF THE EQUIPMENT

The Purchaser shall not re-sell or lease or otherwise encumber the Equipment to a third party whilst the Equipment is still in the possession of EWA and stored or otherwise at EWA's premises.

14. LAWS, NOTICES, PERMITS AND CHARGES

the Purchaser shall give all notices and shall obtain all visas, licenses and permits as may be required by governmental bodies, municipal authorities

and regulatory bodies and shall pay all appropriate charges and fees thereof, shall observe the laws and regulations of all such bodies and authorities and shall pay all such customs duties, levies and taxes as may be required to enable them lawfully to perform the terms of this Agreement.

15. TERMINATION

In the event that the Purchaser is in default of its obligations under this Agreement and is in such default for a period exceeding fourteen (14) working days', EWA shall be entitled to terminate the Agreement by giving 15 days' prior notice in writing of such termination and title to any uncollected Equipment pursuant shall revert to EWA without the need of a Court Order and without prejudice to EWA's additional rights under articles 7 & 12.

16. ARBITRATION

All disputes and differences which may arise between EWA and the Purchaser touching on the provisions of this Agreement or any part thereof or operation or construction thereof or the rights or liabilities of the Parties hereunder shall be amicably settled, but failing such amicable settlement within fourteen (14) days of initiation of amicable negotiation of dispute, the dispute, controversy or claim arising out of or relating to this Agreement in any way whatsoever, or breach, voidance, termination or invalidation thereof shall be finally determined by arbitration administered by the Chamber for Dispute Resolution (BCDR-AAA) in accordance with its Arbitration Rules.

17. LAW OF AGREEMENT

This Agreement is made in Bahrain and shall be governed and construed in accordance with the Laws of the Kingdom of Bahrain. All dates and periods of time shall be construed in accordance with the Gregorian Calendar.

18. MUTUAL CONFIDENTIALITY

The parties shall not, except in the proper performance of this Agreement, during or after the expiry of this Agreement disclose or suffer any employee of each respective party to disclose to any person whatsoever any information of which each party or any such employee has or shall hereafter become possessed by virtue of this Agreement. Each party shall keep with inviolable secrecy any document or drawings supplied by the other party pursuant to

this Agreement and shall not use the same except in the performance of this Agreement.

19. FORCE MAJEURE

- (a) Neither EWA nor the Purchaser are responsible for any failure to fulfill any term or condition of this Agreement, if and only to the extent that the fulfillment has been prevented or delayed by an event of Force Majeure as defined herein and which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the said party affected was unable to prevent.
- (b) For the purposes of this Agreement, an event of Force Majeure is limited to the following events occurring in the Kingdom of Bahrain:
 - (i) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - (ii) Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear waste from the combustion of nuclear, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - (iii) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
 - (iv) Earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity.
- (c) Where there is an event of Force Majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing the party from, or delaying the party in performing its

obligations under this Agreement and must use its best endeavors to remedy the situation immediately.

- (d) Upon cessation of the event of Force Majeure the party prevented from performance by the Event of Force Majeure must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.
- (e) An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of such event, nor does such event affect the obligation to pay money in a timely manner which matured prior to the occurrence of such event.
- (f) The Purchaser has no entitlement to, and the Authority has no liability for, any costs, losses, expenses, damages or the payment of any part of the Purchase Price during an event of Force Majeure.
- (v) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions.

20. NOTICES

Any notice to be given under the terms of this Agreement shall be properly served by sending the same by registered mail or fax to the following respective addresses or fax numbers of the parties hereto:

EWA: Director, Central Stores Directorate
P.O. Box 5325, Manama, Bahrain
Telephone: 17 995 557
Facsimile: 17 702 599

The Purchaser:
.....
.....
Telephone:
Facsimile:

IN WITNESS WHEREOF the authorized representatives of the parties hereto have set their hands the day and year first before written.

SIGNED on behalf of the
ELECTRICITY & WATER AUTHORITY

in the presence of:-

Witness : Name:
Address:
Occupation:

SIGNED on behalf of
[PURCHASER]

in the presence of:-

Witness : Name:
Address:
Occupation: