



**Kingdom of Bahrain
Electricity & Water Authority (EWA)**

PROJECT TITLE: PT/CSD/2023/BK01

**AUCTION FOR PURCHASE, DECONSTRUCTION, DISMANTLING,
DEMOLITION & REMOVAL OF SITRA POWER & WATER STATION
AND PURCHASE OF THE STATION SPARE PARTS**

SECTION - 4

INSTRUCTIONS TO BIDDERS

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Instruction to Bidders

1. Definitions

"The Authority" is the Electricity and Water Authority of the kingdom of Bahrain acting through the Directorate.

"The Engineer/Supervising Officer" is the qualified person appointed by the Authority.

"The Project" is the project more particularly mentioned or referred to in the Appendix hereto and (**Section 1: Scope of Work, Specific & General Requirement**).

2. Auction Documents

A complete set of Auction Documents consists of one copy of each of the documents listed in (**Section 6 – Appendix to Instructions to Bidders, Paragraph 5**).

3. Qualifications of Bidders

3.1. General Requirements

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

- 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 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

- a) Bidders intending to submit a bid 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.
- b) It is the responsibility of Bidders 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.

- c) Bidders must submit before their Participating in auctioning a certificate of compliance with employment percentages(s) for Bahraini nationals issued by the Ministry of Labour.
- d) A successful Bidder 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.
- e) If a successful Bidder 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 submit a bid or to contract work or to supply goods or to render services for the project:

- a) an individual or a corporation convicted of criminal offences before or during the time when bidders are being invited.
- b) an individual or corporation barred from transacting business unless reinstated.
- c) a bankrupt until his debts have been discharged according to a court decision.
- d) 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.
- e) whoever is proved to have committed fraud or engaged in dis-honest activities or if a similar decision has been passed by a competent judicial authority.

3.4. Bahraini Bidders

Every Bahraini Bidders whether an individual or corporation shall submit proof of the following requirements with his Auction.

- a) A copy of the commercial registration certified by the Ministry of Commerce;
- b) An official proof that the bidder 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) Three Audited Financial Reports of the last three years.

3.5. Overseas Bidders

All overseas Bidders shall submit the following certificates and statements when offered 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 Bidder;
- 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 Bidder's country of origin;
- c) Completion certificates issued in the name of the Bidder for work executed by the Bidder whether in Bahrain or abroad;
- d) Copies of the Bidder's published accounts for the last two years showing the balance sheets and profit and loss statements audited by a recognized certified auditor.
- e) Three Audited Financial Reports of the last three years.

4. Interpretation of Auction Documents & Site Visits

The Bidder 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.

- a) It is the Bidder's responsibility to examine the whole of the Auction Documents and to satisfy himself that their full import, severally and jointly, is completely understood and that a full set of Auction Documents as set-out in the Appendix has been received. No claim will be entertained on the grounds that the Bidder failed to see or receive any of the Auction Documents in whole or in part.
- b) The Auctions information provided by the Authority is strictly limited to the information contained in the Auction Documents together with any written clarification, rectification and consequent addenda to the Auction Documents issued to the Bidder by the Engineer/Supervising Officer prior to the Auction date.
- c) In case any doubt exists as to the interpretation of the Auction Documents or any part thereof the Bidder may send an enquiry as provided in (Section 6 – Appendix to instructions to bidders, Paragraph 3).
- d) In the case of Auctions where the Authority considers that it may be appropriate to show Bidders the site where the works, the subject of the Auction, are to be executed,

a site visit maybe arranged for the Bidders, to also be attended by Authority representatives. To book a site visit, refer to (Section 1 – Scope of work, Specific & General Requirements, Paragraph 12).

- e) Unless the Auction Documents otherwise provide, the Bidders 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 Auction.
- f) All site visits by the Bidders are permitted only upon the express conditions that requesting or participating Bidders, 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 Bidder 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.
- g) No additional individual or special site visits can be arranged for any Bidder who fails to be present at the prescribed time, at the place and date or any Bidder who fails to collect all information required by him during the arranged site visit.
- h) Entry, presence, exit and security at the Authority's sites are controlled by the Public Security Directorate of Ministry of Interior. The Bidder'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.
- i) The Bidder shall inform the Engineer/Supervising Officer, together with his request, or when a site visit is already arranged and mentioned in the Auction 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.
- j) Bidders are not permitted to use any camera, video or audio recording device of whatever description during site visits (Unless its permitted by the EWA officer responsible for the site visit). All information collected by Bidders during site visits shall be treated as strictly confidential and shall be used by Bidders for the purposes only of preparing their Auction bid.

5. Revision of Auction Documents

Any revision, addition, deletion, modification, explanation, interpretation or clarification of or to any part of the Auction Documents shall be made only by formal addenda duly issued by

the Engineer/Supervising Officer at least seven days prior to the Final Auction date, to all recipients of the Auction 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 Auction Documents.

6. Bidder's Responsibility:

It is the Bidder'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 bid 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.

7. Auction

This auction is divide for two individual Lots: -

- 1) **Lot- 1** FOR PURCHASE, DECONSTRUCTION, DISMANTLING, DEMOLITION & REMOVAL OF SITRA POWER & WATER STATION
- 2) **Lot- 2** PURCHASE OF THE STATION SPARE PARTS

7.1. Auction Requirements

A. Auction (Lot-1) for the whole SPWS plants, equipment and machineries

Only Prequalified Purchaser (as illustrated in point 13.1 page 12 from Section 1 Scope of Work) shall be allowed to participate in auctioning on this Lot.

Important Note: -

The purchaser should purchase **whole SPWS plants, equipment and machineries**, i.e. no partial purchase for specific plants, equipment and machineries will be allowed.

B. Auction (Lot-2) for Station Spare parts at EWA CSD Stores

Any Participant can be auctioning for (Lot-2) by submitting his bidding price cover the value of the all spare parts mentioned in the provided list in appendix 11 from Section 1 Scope of Work.

Important Note: -

The purchaser should purchase **all spare parts**, i.e. no partial purchase for specific spare parts will be allowed.

7.2. Auction Pricing

- a) The Bidder shall not be allowed to decrease his bid during or after the auction bidding.
- b) Subject to any provision to the contrary stated in the Auction Documents, the bid shall be the total offered price for the auction. Any additional expenses and commitments in the performance of the contract such as sub-contractors' fees, transportation of equipment and material, freight insurance, customs duty, clearance, or any additional fees applicable; are at the responsibility of the Bidder.
- c) The bids are final and binding and shall not be revised or altered because of fluctuations in prices or duties.

8. Sub-Contractor's Qualification

Details of the extent to which (if at all) different parts of the Project may be sub-contracted are set out in (SECTION 1 - SCOPE, SPECIFIC & GENERAL REQUIREMENTS – Paragraph 18).

9. Provisional Letter of Intent

- a) The Authority shall notify the successful Bidder in writing of the Authority's provisional letter of Intent. Such notification shall not result in any legal liability by the Authority to the successful Bidder. The legal liability of the parties shall only start on the earlier of:
 - I. the issue by the Authority to the successful Bidder of letter of intent.
 - II. the signing of the contract / Agreement.
- b) In the case of (II) above, a contract must still be signed before payments can be made by the successful Bidder.
- c) If the successful Bidder 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, then in all cases, within the prescribed time limits, the Authority shall have an absolute discretion to revoke the Provisional Letter and to issue a fresh letter of Provision Intent simultaneously, to any other Bidder 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 Bidder.

10. Performance Bond

- a) A bidder who has been awarded the Auction shall submit the Performance Bond whose amount is 10% of the purchase price within 10 days from its receipt of the preliminary Letter of Intent. As for Contracts entered into with Overseas Contractors, submission of a Performance Bond shall take place within (20) days.
- b) The form of the Performance Bond should be in accordance with Decision 3 for the year 2004 and, the value shall be 10% of the purchase price.
- c) If the Bidder failed to submit the Performance Bond within the period specified above, the authority may allow a further 10 days for the submission of the Performance Bond. If the Bidder 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 this auction rules and regulation.
- d) The performance bond will be returned only after the completion of the project or as stated in the Sales Agreement.

11. Confidentiality of the Documents

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

12. Insurance

- a) The Bidder shall be deemed to understand the indemnity and insurance requirements under the Contract to be signed by the successful Bidder. It shall be the responsibility of the Bidder 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.
- b) The successful Bidder shall submit Certificate(s) of Insurance or Cover Notes or Policies taken out as per the Contract within 10 days from the date of notification of provisional Letter of Intent. The Authority may extend this period up to any appropriate date if the Bidder 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.

- c) All insurances required under the contract shall be arranged and submitted to EWA before the Bidder is handed over the possession of the work site or before any work relating to the project is commenced.
- d) If the bidder failed 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 Auction Documents, including the impounding of the Initial Bond without any notification.
- e) In addition to the insurance to be taken out, and if applicable, the Bidder 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.

13. Approved local Banks and Insurance Companies

- a) Approved local banks for the issue of initial and performance bonds **as per the Central bank of Bahrain (<https://www.cbb.gov.bh>)**
- b) Approved local insurance companies for the issue of performance bonds and insurance company guarantees **as per the Central bank of Bahrain (<https://www.cbb.gov.bh>)**

14. Costs of Auction

All costs incurred to the Bidder in the preparation of his bid and any work in connection therewith shall be solely at the expense of the Bidder.



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**AUCTION FOR PURCHASE, DECONSTRUCTION,
DISMANTLING, DEMOLITION & REMOVAL OF SITRA
POWER & WATER STATION AND PURCHASE OF THE
STATION SPARE PARTS**

SECTION - 6

Appendix to Instructions to Bidders

AUCTION NO. : PT/CSD/2023/BK01

AUCTION TITLE: AUCTION FOR PURCHASE, DECONSTRUCTION, DISMANTLING, DEMOLITION & REMOVAL OF SITRA POWER & WATER STATION AND PURCHASE OF THE STATION SPARE PARTS

APPENDIX TO INTRUCTIONS TO BIDDERS

1. Description of the Auction

This auction is to:

(A) PURCHASE, DECONSTRUCTION, DISMANTLING, DEMOLITION & REMOVAL OF SITRA POWER & WATER STATION, AND,

(B) PURCHASE AND DISPOSAL OF AUCTION SPARES.

2. Directorate(s) concerned in the Auction

(a) Directorate of Central Stores.

3. Sales Officer

Mazad B.S.C. will organize and supervise this auction.

Mazad B.S.C. located in United Tower 26th Floor, Office 2603 Building 316, Road 4609, Block 346, Bahrain Bay.Kingdom of Bahrain

Phone: +973 17 561345

Email: info@mazad.bh

Matters relating to Auction/Contract/Site Visit/Procedures/Administration/All correspondence/All enquiries to be sent to Mazad B.S.C. and cc. mail to EWA via (hanik.mohammed@ewa.bh & ali.abdulatif@ewa.bh) before the closing date of the auction.

4. Site Visit

Bidders will need to visit EWA premises to inspect the plant and other materials before bidding.

- Sitra Power and Water Station.

Bidders shall refer to **(Section 1: Scope of Work, Specific & General Requirement – Paragraph 12.0)** to book for a site visit.

5. List of Auction Documents:

1. Section – 1, Scope of Work, Specific & General Requirements
2. Section – 2, HSE Specifications
3. Section – 3, List of Station Plants, Machineries & Equipment
4. Section – 4, Instructions to Bidder
5. Section – 5, Draft Agreement
6. Section – 6, Appendix to Instructions to Bidders
7. Section – 7, List of Station Spare Parts

6. Manner of participation in this auction

(a) Contact Mazad B.S.C.

Contact Mazad B.S.C. to Create an account.
(<https://www.mazad.bh/contact/>)

(b) Submitting Required Documents

The Bidder shall refer to **(Section 1: Scope of Work, Specific & General Requirement – Paragraph 13.1)** to submit the (KYB) documents along with signed and stamped declaration in Appendix - 1 of this section. Having this document signed and stamped, will be considered as an official compliance to all the specification, scope of work requirement and the terms and conditions given, unless otherwise specified by the Bidder.

(c) Deposit Earnest Money

The bidders must deposit earnest money, as per Mazad B.S.C. instructions, for the amount specified in the SPWS auction's advertisement 24 hours prior to the start of the auction. If you are not the winning bidder, earnest money deposit will be refunded.

7. Bid validity period

One Hundred and Eighty (180) Days from the Auction date and along this period the submitted bid shall remain valid and binding on the bidders.

8. Awarding the Auction

The auction will be awarded to the bidder which submits the highest bid value and fulfills all EWA requirements.

9. Singing Execution Contract

The successful bidder will receive the letter of Intent (LOI), then he will be requested to submit the execution documents mentioned at **(Section 1: Scope of Work, Specific & General Requirement – Paragraph 13.2)** along with all requested contractual document requested in the LOI. All these documents must be initiated, stamped and submitted by the Successful Bidder. After receiving all required documents, the successful bidder will sign the execution contract with EWA. The execution period for the project will be (12) months starting from the date of signing the contract.

10. The bidder should note that the Authority has the right to reject all bids.

11. For the Approved Local Insurance Companies and Local Banks as per the Central bank of Bahrain please visit (<https://www.cbp.gov.bh>)

**Appendix – 1,
Declaration of compliance to all the specification,
scope of work requirement and the terms and
conditions given**

**Declaration of compliance to all the specification, scope of
work requirement and the terms and conditions given**

Name of Bidder

Entity information	Name:	Nationality:
	Address:	E-mail:
	Telephone:	
	C.R. Number :	
	Entity main activity:	
Personnel information	Name:	
	ID:	Nationality:
	Telephone:	E-mail:
	Fax:	
	Job title:	

Declaration

I, the undersigned, certify that to the best of my knowledge and belief, I had read and scrutinize all documents for Purchase, Deconstruction, Dismantling, Demolition & Removal Of Sitra Power & Water Station Auction and my participation in this auction will be based on my compliance to all the specification, scope of work requirement and the terms and conditions given.

I confirm that I understand that any misrepresentation or omission in scrutinizing the information mentioned in the auction documents from my side :

- (a) Will not be taken into consideration after submitting my bid.
- (b) If my bid is the highest bid I will be committed to execute the project as per mentioned in auction documents

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____