

**PART 2**

**INSTRUCTIONS TO TENDERERS**

## **PART 2 - INSTRUCTIONS TO TENDERERS**

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#### **INSTRUCTIONS**

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#### **APPENDIX**

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

The tenderer shall read carefully the instructions set out in the foregoing as well as in the following paragraphs

### 1. Tender Information

- (a) It is the tenderer's responsibility to obtain all the information he requires to arrive at his tender price and no claim for alteration of the tender price will be entertained on the grounds of failure to obtain accurate information or any alleged misrepresentation, misinformation or any verbal or written instruction or promise given by a Government servant.
- (b) Should there be any doubt or obscurity as to the meaning of any of the Tender Documents or as to anything to be done or not to be done by the Contractor or as to these instructions or as to any other matter or thing pertaining to the Contract, the tenderer must submit such doubt or obscurity in writing to the Ministry of Housing not later than one week before the date for delivery of the tender.
- (c) Any clarification, interpretation or change of the Tender Documents prior to the specified date for the delivery of the tender will be made only by addendum (a) issued by the Ministry of Housing to each tenderer and such addendum shall be deemed to be part of the Tender Documents. No clarification, explanation or interpretation of the Tender Documents shall be valid, unless in the form of an addendum issued by the Ministry of Housing

### 2. Date of Possession and Date of Completion.

- (a) The Engineer shall issue a letter of instruction to commence the whole or any part of the Works. Such letter shall specify details for possession which may be limited to part only of the site as required. The Contractor shall commence work within 14 days of such instruction to commence and the date for completion shall be calculated from the last day of the 14 day period from the instruction.
- (b) The Contractor shall not be entitled to claim any loss or expense where possession of the whole or any part of the site is delayed for any reason.

### 3. No alterations

No alterations whatsoever shall be made to any of the Tender Documents. If any such alterations are made to any of the Tender Documents or they are incompletely or improperly filled in, the tender may be invalidated.

## INSTRUCTIONS TO TENDERERS (Cont'd)

### 4. Pricing

- (a) Insertion of "Nil" or "Included" against an item will not be accepted. Every item should be properly priced and the Ministry of Housing reserves the right to adjust any tender rate considered unreasonable or unrealistic to reasonable current market rate (but still retaining the tendered Contract Price) prior to acceptance of a tender.
- (b) The Total Tender Price quoted and written in the Tender Submission Form must be the same amount as the one written in the Form of Tender and in the Final Summary of the Tender Book or Bills of Quantities.
- (c) In case of discrepancies, the Total Tender Price quoted in the Tender Submission Form or the one written in the Form of Tender is considered the offer.
- (d) The Ministry will notify the Tenderer about the discrepancies or arithmetical errors from which it is imperative for the Tenderer to make adjustments in order to arrive at the correct figures (but retaining the tendered Total Price as pointed out in Clause 4c), and this may be done either in the form of discounts for lumpsum contracts or adjustments in unit rates for contracts involving remeasurable quantities or whatever is applicable.

### 5. Assignment and Sub-letting

The Tenderer's attention is drawn to the clause in the Conditions of Contract which prohibits assignment and/or sub-letting of the whole or any part of the Works without the prior consent in writing of the Ministry of Housing. This requirement will be strictly applied- and disregard of it by the Contractor will be treated as grounds for determination of the Contract. The tenderer shall submit in his tender in the appropriate appendix of the Tender Book a list of all the portions of the Works he proposes to sub-let, with particulars (as far as possible) of the sub-contractors he proposes to employ, but the acceptance of his tender shall not be regarded as implying in any way approval of his proposals for sub-letting.

### 6. Formal Contract

The Contractor whose tender is accepted will be required to execute a formal contract agreement with the Employer. If the Contractor fails to sign this agreement within fourteen days of notification that the agreement is ready for signature then the Ministry of Housing shall have the right to withdraw the award (if any) without prejudice to any rights or remedies the Ministry may have in respect of such failure, and the Contractor shall have no claim whatsoever against the Ministry arising from the tender, letter of intent, letter of award or other matters relating to the Works.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### 7. Form of Tender

- (a) The tender shall be submitted on the form of tender provided with the Tender Documents. The tender amount shall be inserted in words and in figures in the spaces provided and all other blank spaces in the form of tender shall be completed with the required information.
- (b) The form of tender must be signed by the principal of the firm or by a person properly authorized for the purpose. The registered name and address of the tenderer must be printed in BLOCK LETTERS or typed in the space provided. The tenderer's official company seal shall be affixed to the form of tender where the tenderer is a company within the meaning of the Bahrain Commercial Companies Act 1975 as amended. No tender that is incomplete or improperly completed will be considered.

### 8. Submission of Tender

- (a) A tender submitted after the date and time stated will not be considered for acceptance.
- (b) The tender shall be delivered by hand against an official receipt.

### 9. No Obligation on Ministry of Housing

The Ministry of Housing shall:

- a. not reimburse a tenderer for any costs incurred in the preparation of his tender, and
- b. not be obliged to accept the lowest or any tender and shall not state any reason for the rejection of any tender.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **1 Definitions**

"The Ministry" is the **Ministry of Housing** of the Kingdom of Bahrain acting through the Directorate mentioned in the Appendix hereto.

"The Engineer" is the person referred to in the Appendix hereto or any replacement therefor appointed by the Ministry.

"Tender closing date" is the date referred to in the Appendix hereto.

"The Project" is the project more particularly mentioned or referred to in the Appendix hereto.

### **2 Tender Documents**

A complete set of Tender Documents consists of one copy of each of the documents listed in Part 1 of this Tender Book.

### **3 Qualifications of Tenderers**

#### **3.1 General Requirements**

In general, the Ministry, when transacting for the purchase of its requirements, goods and services 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 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 a Ministry 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(s) of Bahraini staff required to be employed by them and to obtain from The Ministry of Labour a statement confirming compliance with the required percentage(s).

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

- 3.2.3 Tenderers must attach to their tender the statement referred to in paragraph 3.2.2. The Tenders Board will reject tenders that are not supported by the above-mentioned statement.
- 3.2.4 The statement referred to in paragraph 3.2.2 must be valid at the time it is attached to the tender and at the time a contract is signed with the Ministry. A valid statement must be attached to any application by Tenderers to renew or extend a contract.
- 3.2.5 If a successful Tenderer should breach the undertaking to employ Bahraini staff at the percentage(s) referred to herein during the period of the contract or any renewal or extension thereto, the Ministry shall have the right to terminate the contract without prejudice to any other rights or remedies that the Ministry 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 Projects:

- 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 judgement 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 Housing** from participating in tenders.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **3.4 Bahraini Tenderers**

Every Bahraini Tenderer 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 and Industry 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 Ministry:

- a) a statement from a bank which is acceptable and recognised 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 2 years showing the balance sheets and profit and loss statements audited by a recognised 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.



## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **3.7 Additional requirements**

Additional requirements (if any) as to the qualifications of Tenderers are set out in the Appendix hereto.

## **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 a 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 Commerce and 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 Commerce and Industry nor the Ministry 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 Approval of Engineer**

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 for materials or products for the Project.

## **5 Pre-Tender Conference**

5.1 When the Ministry 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 they require clarified.

5.2 The words 'pre-tender conference' shall include any meeting formally convened by the Ministry for the purpose of discussing, collectively, with all participating Tenderers any matters which require clarification in relation to the project covered under the Tender.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

- 5.3 All pre-tender conferences are arranged only upon the express condition that 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 Ministry 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 Ministry 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 Tenderer 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 under the paragraph 6 & 7 of the Instructions.

### **6 Interpretation of Tender Documents and Site Visits.**

- 6.1 The Tenderer shall be deemed to have read these instructions and no claim will be entertained on the ground 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 in the Appendix 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 Ministry 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 prior to the tender closing date.
- 6.4 Unless the Tender Documents otherwise provide, the Tenderer is to visit and inspect the site entirely at his 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.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

- 6.5 All site visits by the Tenderer 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 Ministry 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 Ministry or their servants or agents or not), which but for the exercise of such permission would not have arisen.
- 6.6 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.
- 6.7 Entry, presence, exit and security at the Ministry's sites are controlled by the Public Security Directorate of Ministry of the 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 Ministry'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.
- 6.8 The Tenderer shall inform the Engineer, together with his request, or when a site visit is already arranged and mentioned in the Tender Documents, or when he receives 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.
- 6.9 In case any doubt exists to the interpretation of the Tender Documents or any part thereof the Tenderer may send a written request to the Engineer for any interpretation.

## **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 at least three days prior to the tender closing date, to all recipients of the Tender Documents.

The Engineer 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.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **8 Tender Bond**

8.1 Every tender shall be accompanied by a Tender Bond with a value as specified in the Appendix hereto.

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

- a) certified cheque from an approved local bank in favour of the Ministry of Housing; 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.

#### **Cash guarantees or uncertified cheques are not acceptable.**

8.3 The Tender 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 Tender Bond is liable to rejection.

8.5 The following Tenderers are exempt from submitting an Tender Bond:

- a) government ministries, administrations and establishments; and
- b) consultancy services, institutions and specialised establishments when tendering for consultancy services.

8.6 If the Tenderer withdraws his tender after the Tender closing date the Ministry may forfeit the Tenderer's Tender Bond without giving any notice or taking any legal action.

8.7 The Tender Bond will be returned to the Tenderer 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.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

It shall be the Tenderer's responsibility, on receiving notification from the Ministry, to attend the Ministry and collect the Tender 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 Ministry or the Engineer 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 Ministry or of the Engineer or any other organisation retained by the Ministry 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'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 deviates from the Specification in one or more material respect 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 Appendix hereto. 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 Ministry. The Ministry 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 mentioned in the Appendix hereto.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

- 11.5 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 box before the Tender closing date. Such note shall be signed by the Tenderer.
- 11.6 All Tender Documents belong to the original named Tenderer and are not transferable to third parties.
- 11.7 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 Ministry, within the dates and times specified, shall become the property of the Ministry from the time of the submission and under no circumstances shall any part of the Tender be released to the Tenderer or to any other party even after the selection of the successful Tenderer
- 11.8 Submissions 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.
- 11.9 The Tenderer is not allowed to submit a tender for a part of the Project unless otherwise stated in the Appendix hereto.
- 11.10 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 authorised specifications or drawings with which the Tenderer is required to be acquainted.
- 11.11 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.
- 11.12 The Tenderer shall be bound by his Tender from the time of submission upto the expiry date for the tender validity period specified in the Appendix hereto. The tender will remain valid for the period stated in the Appendix hereto.
- 11.13 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 authorised person.
- 11.14 Any tender submitted after the Tender closing date shall not be evaluated.
- 11.15 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 Ministry shall keep all submitted samples until examined and accepted for supply or rejected and returned to the Tenderer. At least two units of the relevant sample shall be submitted if the sample is to be used for analysis or experimental purposes.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **12 Tender Pricing**

- 12.1 All Tenders shall be priced in the Bahrain currency, namely Bahraini Dinars, unless a provision to the contrary is stated in the Appendix hereto. The prices shall be stated both in figures and in words on the Form of Tender.
- 12.2 All items in the Tender Documents which require to be completed or priced by the Tenderer shall be completed or priced or monied out in BLACK INK.
- 12.3 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.
- 12.4 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 Ministry 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.
- 12.5 The Tenderer shall not be allowed to increase or decrease his quoted price after submission.
- 12.6 If there are any discrepancies in the price list submitted by the Tenderer either in items or totals the Ministry may make the necessary corrections in the tender.
- 12.7 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.
- 12.8 If the unit price differs from the total price the unit price may be considered as the offer.
- 12.9 Subject to any provision to the contrary stated in the Tender Documents, the prices 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.
- 12.10 The quoted prices are final and binding and shall not be revised or altered because of fluctuations in prices or duties or any other reason. 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.
- 12.11 Tenders which are expressed to be subject to foreign exchange fluctuation shall not be considered unless otherwise stated in the Appendix hereto.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

12.12 Tenders 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 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 the Appendix hereto. In the event of sub-contracting being permitted, 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 of 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 organisation and evidence of his competence to undertake the work involved together with details of the specialised staff to be used.

### **14 Evaluation of Tenders**

The evaluation of tenders shall be based on the following:

- a) the conformity of the tender to the requirements of the Tender Documents; and
- b) the Tenderer's qualifications, experience, organisation and facilities; and
- c) the total quoted price; and
- d) the adjustment of arithmetical errors; and
- e) the time of completion; and
- f) the proportion of Bahraini materials/products to be supplied; and
- g) the number of Bahraini nationals to be employed; and
- h) the reliability of the Tenderer; and
- i) any other related feature.

The Tender shall be awarded to the bidder who offers the best terms and lowest price after standardizing the bases and criteria of comparison between the tenders. (Article – 35 of Tender Law).

### **15 Provisional Intention to Award Contract**

The Ministry shall notify the successful Tenderer in writing of the Ministry's provisional intention to award the contract. Such notification shall not result in any legal liability by the Ministry to the successful Tenderer. The legal liability of the parties shall only start on the earlier of:



## **INSTRUCTIONS TO TENDERERS** (Cont'd)

- i) the signing of the contract; or
- ii) the issue by the Ministry to the successful Tenderer of a 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 Performance Bond**

16.1 The successful Tenderer shall submit a Performance Bond from an approved local bank or approved local insurance company within 10 days from the date of notification of provisional intention to award the contract. The Ministry may extend this period for an appropriate time if the Tenderer is not resident in Bahrain.

16.2 The form of the Performance Bond shall be as set out in the Appendix to the Form of Tender.

16.3 If the Tenderer shall fail to submit the Performance Bond within the period specified in paragraph 16.1 above the Ministry may allow a further 10 days for the submission of the Performance Bond. If the Tenderer fails 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 Tender Bond without any notification or legal action taken against him. His Excellency the Minister of Housing shall be entitled to bar the Tenderer from participating in any future tenders for a period of not less than one year.

16.4 Exemptions from the submission of Performance Bond are the same as those for the Tender Bond (paragraph 8.5 above).

16.5 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 Tender Bond/Performance Bond shall then be liable to consequent forfeiture. The Ministry 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 Ministry or by any other Government bodies to the defaulting Tenderer or by legal action.

### **17 Advance Payment Guarantee – NOT APPLICABLE**

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **18 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 Architect/Supervising Officer. The Tenderer shall impose a similar condition on any supplier or sub-contractor.

### **19 Insurance**

19.1 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.

19.2 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 notification of provisional intention to award the Contract. The Ministry may extend this period upto any appropriate date if the Tenderer is not resident in Bahrain or if a request, supported by justification, is made to the Ministry. The wording of all documents pertaining to insurances shall be subject to the approval of the Ministry.

19.3 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.

19.4 If the Tenderer 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 Tender Bond without any notification.

19.5 In addition to the insurance to be taken, and if applicable, 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.

### **20 Approved Local Banks and Insurance Companies**

Approved local banks and insurance companies for the issuance of Tender bonds, performance bonds and advanced payment guarantees are financial institutes, banks, insurance companies registered by Ministry of Commerce and Industry or approved by Central Bank of Bahrain.

## **INSTRUCTIONS TO TENDERERS** (Cont'd)

### **21 Canvassing**

Any form of canvassing is prohibited. If a Tenderer or any 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.

### **22 Costs of Tender**

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

### **23. 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 before submitting his tender. No adjustment to the tender price sum will be allowed for any discrepancy discovered after the tender closing date.

### **25. Further Instructions**

The Tenderer shall submit with his tender a DECLARATION OF COMPLIANCE as shown in Appendix "M" to the Form of Tender. The Tenderer shall submit with his tender a CERTIFICATE OF INDEPENDENT PRICE DETERMINATION as shown in Appendix "N" to the Form of Tender. Failure to submit either one of these Forms will result in disqualification of the tender. In the event of disqualification under this clause the tenderer shall have no grounds for appeal or compensation.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

<b>Para.</b>	<b>Item</b>	<b>Detail</b>
1	Description of Project	The Works to be executed are fully described in Part 3 , Section 4.0 <b>Preliminaries</b> of this Tender Book
1	Directorate concerned in Project	<b>Housing Projects – Construction and Maintenance Directorate</b>
1	Engineer	<b>Asst. Undersecretary,</b> Housing Project - MOH
1	Tender closing date	As shown on the Form of Tender
2	List of Tender Documents	Tender Documents are listed and described in Part 1 of this Tender Book
3.7	Additional requirements (if any) as to the qualifications of Tenderers	None
8	Amount of Tender Bond	As shown on the Form of Tender
11.1	Place for submission of tender	Tender Board's Offices at Al-Moayyed Tower, Seef Area, (7 <sup>th</sup> Floor).

11.1	Manner of submission of tender	Each and every page of the complete Tender Documents shall be returned stamped with the official stamp of the Tenderer. All blank spaces in the Tender Submission Form are to be filled in with the information required, with any enclosures required securely affixed to the form. All insertions made by the Tenderer on this form shall be made in INK. Any alterations must be initialled by the authorised signatory signing the form. The form must be signed by the Principal of the firm or by a person properly authorised for the purpose and the registered name and address of the Tenderer must be printed in BLOCK letters or typed in the space provided. No tender that is incompletely or improperly filled in or submitted on an unstamped form will be considered.
11.4	Envelopes and their contents to be supplied with the tender	The completed stamped Form of Tender, the completed stamped Tender Submission Form, the Tender Bond, the copy of the Commercial Registration, the copy of the receipt of the Commercial Registration renewal fees together with any qualifications to the tender, all securely fixed together must be submitted in <b>Envelope A</b> , properly sealed with all blank spaces filled in with the information required. The Tenderer shall submit in a separate plain opaque brown envelope the completed Tender Documents with the <b>Envelope B</b> label fully filled in and affixed to the envelope by removing the protective paper layer on the reverse side of the label and sticking it to the envelope.
11.9	Whether partial tendering is acceptable and if so, details thereof	Not acceptable
11.12	Tender validity period	180 days from tender closing date
12.1	Tender pricing currency if not Bahraini Dinars	Not applicable
12.10	Whether base metal cost variations to be taken into account and if so,	Not applicable

details

12.11	Whether foreign exchange fluctuation allowable and if so, details thereof	Not allowable
13	Price escalation on any materials	Not applicable
14	Whether and if so details of the extent to which sub-contracting is permitted	To the Engineer's approval
16	Amount of Performance Bond	10% of the Contract Sum
17	Advance payment to be made in this tender	Not applicable