

## Bahrain Development Bank B.S.C (c)

Tender Title	<b>BDB Main Branch Refurbishment Works</b>
Tender Number	<b>RFP/BDB/2024/07</b>
Publishing Date	<b>01<sup>st</sup> December 2024</b>
Site Visit Request End Date	<b>14<sup>th</sup> December 2024</b>
Site Visit Date	<b>18<sup>th</sup> &amp; 19<sup>th</sup> December 2024</b>
Enquiry End Date	<b>21<sup>st</sup> December 2024</b>
Closing Date	<b>05<sup>th</sup> January 2025</b>

### 1. Introduction

Bahrain Development Bank B.S.C (c) is a company existing under the laws of the Kingdom of Bahrain and licensed by the Central Bank of Bahrain as a conventional retail bank licensee (the “**Bank**”). In line with its operations, the Bank is looking for the Services (as defined below).

To this end, the Bank is requesting proposals from suitable qualified service providers to provide the Services by no later than the Closing Date (as defined below).

Upon award, the successful proposal shall be formulated into a final contract based on the terms and conditions of this RFP Document and particulars of the successful proposal.

#### 1.1. Document Structure

This document and all its attachments and appendices shall be read and considered as one and a whole document, and any attachments and appendices shall be considered an integral part of this document.

#### 1.2. Definitions

- 1.2.1. “**Bidder(s)**” means the company(ies) that are providing proposals to carry out the Services.
- 1.2.2. “**Contract**” means the final awarded contract.
- 1.2.3. “**Contractor**” means the Bidder awarded for carrying out the Services.
- 1.2.4. “**RFP Document**” means this document and all its attachments and appendices.
- 1.2.5. “**Services**” means [the refurbishment works.]
- 1.2.6. “**Scope of Work**” means the specific requirements, tasks, deliverables, timelines, and responsibilities associated with the provision of the Services by the Bidder as outlined in Section 2.
- 1.2.7. “**Proposal(s)**” means the submission of the Bidder, which shall include the Scope of Work, fee schedule and all other requirements detailed in this RFP Document.

#### 1.3. Point of Contact of the Bank and Address of the Bank

The point of contact for all clarifications relating to this RFP Document shall be:

Name: Mohamed Al-Ezz & Ali Abdulkarim Baqer

Department: Administration Department

Email: [malezz@bdb-bh.com](mailto:malezz@bdb-bh.com); [abaqer@bdb-bh.com](mailto:abaqer@bdb-bh.com); [administration@bdb-bh.com](mailto:administration@bdb-bh.com)

Tel: 17511388

and CC [Procurements@bdb-bh.com](mailto:Procurements@bdb-bh.com).

Any notice required or permitted to be given under this RFP Document shall be in writing and shall be deemed to have been duly given if sent by email to the email address outlined above or to the Bank's registered address as follows:

Bahrain Development Bank B.S.C (c),  
Building 170  
Road 1703  
Block 317  
Diplomatic Area, Kingdom of Bahrain

#### **1.4. Submission of Proposals**

The Bidders shall submit the Proposal no later than 3:00 pm on the mentioned Closing Date. Proposals submitted later than the prescribed Closing Date and time may be rejected by the Bank at its sole discretion.

Bidders shall submit their Proposals for this tender electronically, via BDB website. For any bid that was not submitted on the BDB website, may be rejected by the Bank at its sole discretion. All queries shall be submitted to the email address mentioned in section 1.3 of this RFP.

#### **1.5. Non-Disclosure**

This RFP Document and all its appendices and attachments shall remain the property of the Bank and is transmitted to the Bidder solely for the purpose of preparing and submitting a Proposal in accordance therewith. Bidders shall maintain confidentiality of this RFP Document and shall not release the same, or any part thereof, to any third party for any purpose other than for obtaining quotations directly relating to their Proposal.

#### **1.6. Notice of Receipt of the RFP Document**

Bidders shall acknowledge receipt of this RFP Document within three (3) business days upon its receipt. Notification of receipt shall be by e-mail to the email address outlined in Section 1.3 or by letter delivered by registered mail to the Bank's registered address outlined in Section 1.3.

#### **1.7. Examination of the RFP Document**

The Bidder shall be solely responsible for examining, with appropriate care, the RFP Document, including any addenda issued during the bidding period. The Bidder shall familiarize itself with respect to any and all detailed requirements and/or conditions, which may in any way affect the Proposal, or the provision of the required Services.

Failure on behalf of the Bidder to carefully examine and study the RFP Document shall be at the Bidder's sole risk and no relief for resulting errors or omissions will be entertained.

#### **1.8. Interpretation of the RFP Document**

The Bidder may reasonably request the Bank in writing, during the bidding period, for clarification and/or interpretation of any aspect of the RFP Document. All queries or clarifications are to be submitted to the email address outlined in Section 1.3.

Any interpretation or clarification by the Bank will be made in writing to each and every Bidder. Where such interpretation and/or clarification requires a change in the RFP Document, the Bank, may, at its sole discretion, prepare and issue to all Bidders an addendum to the RFP Document.

The Bank shall not be bound by, nor shall the Bidder rely on, any verbal interpretation and/or clarification of the RFP Document that may be given by any person whomsoever.

### **1.9. Preparation and Content of Proposals**

The Bidder shall initial and stamp all pages of their Proposal, including any attachments provided by the Bank and filled in by the Bidder or submitted by the Bidder in support of their Proposal, in order to signify the Bidder's acceptance of the terms, conditions and provisions contained therein. In addition, all Bidders shall formally stamp and initial any corrections or alterations made on the Proposal. All Proposals shall be prepared by, and at the expense of the Bidder. All Proposals and other submissions must be in English unless otherwise provided in this RFP Document.

The Proposal shall include the following:

1. The Scope of Work in line with the requirements stipulated in this RFP Document.
2. The lump sum price which shall be inclusive of the full Scope of Work, which shall account for mobilization, demobilization, remobilization, provision of plant, equipment, tools, labor, supervision, transportation, travel expenses, housing of contractor's personnel, materials, storage of items, removal of waste, construction and installation costs, insurances, maintenance, overheads and profits, taxes, surcharges, levies, safety supplies, hoardings, signage, PPE, special site conditions, and any and all other criteria which may affect the reasonable provision of the Scope of Work, whether specifically mentioned in this RFP Document, or not mentioned. The lump sum price shall encompass all expenses associated with executing the Scope of Work and ensuring the protection of all deliverables (if any) from any damage up to the final handover to the Bank.
3. The fee schedule.
4. A Company Classification Certificate issued to SMEs by the Ministry of Industry and Commerce (MOIC) to small and medium size companies.
5. Valid Commercial Registration Certificate.
6. Bahrainization Certificate (in the case of local Bidders).
7. VAT Certificate.
8. Declaration of any conflicts of interest.

### **1.10. Amendment of Requirements**

The Bank reserves the right, at its sole discretion, during any stage of the submission period to add to, vary, change or modify the requirements, on its own initiative or at the request of one or more Bidder(s). In such event the Bank shall notify the Bidders of such a change via an addendum and of any time adjustment which may be granted for the submission of Proposals. Such an addendum and time adjustment may be notified to the Bidders at any time prior to the Closing Date.

### **1.11. Withdrawal of Proposals**

Bidders may withdraw or modify a Proposal at any time prior to the Closing Date, provided the Bank has received written and signed documentation of withdrawal or modification before such date and time. Written notification shall be by registered mail to the Bank's registered address or via email to the email address stipulated in Clause 1.3.

### **1.12. Validity of Proposals**

Proposals shall remain valid and binding upon the Bidders for a period of one hundred and eighty (180) calendar days, with a provision for extension upon mutual agreement, commencing from the Closing Date ("**Validity Period**"). A Proposal may be accepted at any time before the expiration of the Validity Period.

### **1.13. Ownership of Proposals**

Upon submission, the Proposal shall become the sole and absolute property of the Bank and no documentation shall be returned to the Bidder.

### **1.14. Compliance with Applicable Laws**

Bidders shall comply with all local and international laws, ordinances, regulations, and codes that are applicable to the execution of the Services specified in this RFP Document, including but not limited to labor laws, health and safety regulations, and environmental standards.

It is the Bidder's responsibility to ensure that their Proposal and, if awarded, their performance under the Contract will comply with legal and regulatory requirements. Evidence of such compliance may be requested by the Bank at any stage of the procurement process or Contract execution.

### **1.15. Disclosure of Conflicts of Interest**

Bidders must disclose, as part of their Proposal, any potential conflicts of interest that might affect their ability to perform the Contract with impartiality and the best interest of the Bank. This includes any financial or personal interest in the outcome of the procurement process.

Failure to disclose a conflict of interest may result in disqualification from the bidding process or termination of the Contract, should such a conflict be discovered after Contract award.

### **1.16. Evaluation of Proposals**

The Bidder shall meet all the eligibility criteria stipulated in this RFP. It is the responsibility of the Bidder to ensure that they meet the mandatory requirements set in this RFP before submitting the tender. Any tender that does not meet those requirements will not be considered. Tender shall be submitted in the manner and within the date, time and place of lodgment specified in the RFP.

The Proposal shall be evaluated based on the technical and commercial criteria contained below in this RFP Document. The Bidder may be required to attend meetings at the Bank's offices or at site, during the period of evaluation, to clarify and/or detail any part of their Proposal in order to satisfy the Bank that the Bidder has carefully considered all matters affecting the execution of the Services.

### **1.17. Rejection and Acceptance of Proposals**

The Bank reserves the sole and absolute right to reject any and all Proposals submitted in response to this RFP Document for any reason, including but not limited to non-compliance with submission requirements, failure to meet eligibility criteria, or if it is in the best interest of the Bank not to proceed with a particular Proposal. Bidders acknowledge that no claim is admissible for any expense or cost incurred in preparation of the Proposal(s), or for any other reason.

The Bank reserves the right to accept any Proposal in whole or in part and to negotiate with any Bidder to serve the best interests of the Bank. This may include negotiating terms, conditions, scope of work, or any other aspect of the Proposal.

### **1.18. Award**

The Bank will issue a letter of award and purchase order to the Contractor. Subsequently, the Bank and the Contractor will enter into a contract governing their relationship and the Services that will be performed by the

Contractor.

The Awarded Bidder shall submit a Performance Bond to acknowledge its commitment to adhere to its contractual obligations. The value of the Performance Bond shall be 10% of the bid value. The performance bond can be in the form of a certified cheque (manager's cheque), insurance guarantee or bank guarantee. The form of the performance bond is in Appendix 2.

The performance bond will be returned on completion of the contractual obligations by the Successful Bidder. The performance bond shall be valid for the entire duration of contract - the final date of completion of the project. In the event of extension of contract, the tender bonds shall be correspondingly extended by the Bidder at their own expense to meet the validity requirement mentioned earlier. In the event of any default or breach of any of the obligations by the Bidder under the contract, the bank may at its sole discretion draw on the performance bond to satisfy any liquidated damages to the bank under the contract. In such event, if the contract is to continue after the drawdown of performance bond by the bank, contractor shall submit another performance bond for the remaining period of contract. The performance bond will be released after its validity and successful delivery of its obligation.

#### 1.19. Terms and Conditions

These general terms and conditions shall govern the provision of Services outlined in this RFP Document:

- 1- The Bank reserves the right to withhold payment in the event of unsatisfactory performance or failure to meet deadlines.
- 2- Payment by the Bank shall be made within thirty (30) days of the Bank's receipt of an undisputed invoice from the Contractor or as otherwise agreed upon in writing by the Bank and the Contractor.
- 3- Any intellectual property developed or created as a result of the Services shall belong solely to the Bank.
- 4- The Contractor recognizes and acknowledges that during the course of performing the Services, it may have access to and become acquainted with confidential information of the Bank, including but not limited to proprietary technology, business strategies, financial information, customer data, and any other information deemed confidential by the Bank (hereinafter collectively referred to as "**Confidential Information**").
- 5- The Contractor agrees to maintain the confidentiality of all Confidential Information received from the Bank, both during the term of the contract and for five (5) years after its termination or expiry.
- 6- The Contractor shall not use any Confidential Information for any purpose other than the performance of the Services under the Contract, nor shall it disclose or permit access to any Confidential Information to any third party without the prior written consent of the Bank, except as required by law or a court order, provided that the Contractor promptly notifies the Bank in writing of such requirement to disclose and cooperates with the Bank in seeking appropriate protective measures.
- 7- The Contractor shall take all reasonable precautions to safeguard the Confidential Information and prevent its unauthorized use or disclosure, including implementing physical, technical, and administrative security measures.
- 8- The obligations of confidentiality set forth in this Clause shall survive the termination of the Contract.
- 9- The Bank may terminate the Contract entered into for the provision of the Services upon serving the Contractor with a thirty (30) day written notice.
- 10- The Bank reserves the right to terminate the Contract with immediate effect by providing written notice to the Contractor in any of the following circumstances:
  - a) If the Contractor commits a material breach of any provision of the contract and fails to remedy such breach within five (5) days of receiving written notice from the Bank specifying the nature of the breach;
  - b) If the Contractor becomes insolvent, bankrupt, or enters into liquidation or receivership proceedings, or if a petition for bankruptcy or winding-up is filed against the Contractor;

- c) If the Contractor undergoes a change in control or ownership that, in the reasonable judgment of the Bank, adversely affects the Contractor's ability to fulfill its obligations under the contract;
  - d) If the Contractor engages in conduct that brings disrepute to the Bank or otherwise damages the Bank's reputation, as determined by the Bank in its sole discretion.
- 11- Upon termination of the Contract, the Contractor shall promptly return to the Bank any Confidential Information or other property of the Bank in its possession or control, and shall cease all use of the Bank's name, trademarks, logos, and other intellectual property.
  - 12- Upon termination for convenience, the Contractor shall be compensated for all work performed up to the termination date. Upon termination for cause, the Contractor shall not be entitled to further payment until the Services are satisfactorily completed, and any additional costs incurred by the Bank may be deducted from any due payment to the Contractor.
  - 13- The Contractor agrees to indemnify, defend, and hold harmless the Bank, its affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Services provided under the contract, except to the extent such claims arise from the gross negligence or willful misconduct of the Bank.
  - 14- The Contractor may not assign or transfer its rights or obligations under the contract without seeking the prior written consent of the Bank.
  - 15- The Contractor agrees to perform the Services in accordance with prevailing industry standards and best practices.
  - 16- The deadlines for the provision of Services are of the essence of the contract.
  - 17- The Contractor shall bear any additional costs or expenses incurred by the Bank as a result of delays in the provision of Services, unless such delays are attributable to acts or omissions of the Bank.
  - 18- Any matter, claim or dispute arising out of or in connection with Services, whether contractual or non-contractual, is to be governed by and determined in accordance with the laws of the Kingdom of Bahrain.
  - 19- In carrying out the Services the Contractor will comply with all applicable laws and prevailing regulations and judicial requirements in the Kingdom of Bahrain. The Bank will not be liable to the Contractor to the extent that any such legislation, decision, direction, order or determination prohibits or restricts its performance under or compliance with its obligations.
  - 20- In alignment with the regulations of the Central Bank of Bahrain, the Contractor irrevocably and unconditionally agrees to and acknowledges the following:
    - a) Each Party's obligations under the Contract are conditional upon and subject to the respective compliance with all applicable laws and prevailing regulations and judicial requirements in the jurisdiction over either party to or the subject matter of the Contract. Neither Party will be liable to any other Party to the extent that any such legislation, decision, direction, order, or determination prohibits or restricts its performance under or compliance with the Contract.
    - b) On the expiry or termination of the Contract for whatsoever reason, or if the Contractor ceases to deliver the Services, the Contractor agrees to cooperate and promptly take all steps required to assist in effecting a complete transition of the Services to the new service provider at no additional cost to the Bank while maintaining the required service levels.
    - c) The Contractor agrees that during the term of the Contract, it will ensure, the uninterrupted provision of all Services and obligations defined in the Contract, regardless of any crisis situation, recovery, or resolution event (collectively "**Adverse Events**") that may affect the Bank. Furthermore, the Contractor shall not have the right to terminate, suspend, amend or otherwise modify its obligations under the Contract due to any Adverse Events that may affect the Bank. This section shall prevail over any other clause that may be construed to the contrary in the Contract or in any other agreement between the Parties.
    - d) This section is intended to ensure compliance with the applicable regulations of the Central Bank of Bahrain and shall be interpreted accordingly.

## 2. Scope of Work

The refurbishment works timeline is maximum 5 months and as per the design, specifications and drawings in Appendix 1. Two options are to be submitted, Option 1 is to be as per the attached design and specifications. Option 2, alternative brands are accepted for the following with minimal to no deviation with specifications:

- Door Handles
- Flooring
- Switches and sockets
- Lightings
- Curtains
- Wallpapers
- Paints

### 2.1 Work Schedule and Noise Control Requirements

Refurbishment works conducted during working days (Sunday – Thursday) must be carried out in a manner that minimizes noise and disruptions to ongoing business operations. Activities generating loud sounds, such as drilling, hammering, or heavy equipment usage, are strictly prohibited during working hours (7:00 AM to 4:00 PM). Contractors must use noise-dampening tools and techniques wherever possible to ensure a quiet work environment. Loud and high-impact activities may be performed during weekends (Friday & Saturday) and after the specified working hours, provided prior notice is given to the client.

Contractors are required to submit a detailed work schedule specifying noise-intensive activities for prior approval by BDB. BDB reserves the right to request modifications to ensure minimal disruption to business operations.

### 2.2 Site Visit

Please submit your site visit request to the mentioned emails in the RFP by Saturday 14<sup>th</sup> of December. The site visit date and time will be allocated and communicated accordingly.

The site visit will be on Wednesday 18<sup>th</sup> and Thursday 19<sup>th</sup> of December 2024. Bidders that submit their site visit by Saturday 14<sup>th</sup> of December will be allocated one of the mentioned dates and a time. Each bidder is permitted for one site visit only.

### 3. Evaluation Criteria

The below criteria shall be utilized to select the Bidder who satisfies and fulfills the required conditions mentioned in this RFP Document, which are listed in a non-sequential manner:

#### a) Mandatory Criteria

- Bidder shall have a valid Category B and above registration by the Ministry of Works for construction projects at the time of bid submission.
  - Proof of Ministry prequalification to be submitted

#### b) Financial and Technical Evaluation

Criteria	Value
Financial Evaluation	60%
Technical Evaluation	40%
<b>1. Contractor Experience and ability to deliver similar projects</b>  Note: Bidders to provide supporting documents such as (not limited to) Work Completion Certificates, Contract Agreements, Letter of Awards, or any relevant document to support the Bidders Experience and ability to deliver similar nature projects that involves constructing workshops and office spaces.  The bidder with the most number of projects will score 15% and the rest will be scored in proportion.	15%
<b>2. Implementation Plan and Schedule</b>  <b>1. Programme of Works including lead time– highlighting Milestone Dates in compliance to project timeline denoting lead time for delivery &amp; procurement of materials = 10%</b> Submitted = 10% Not submitted or submitted not within project timeline (5 months) = 0%  <b>2. Methodology – Implementation Plan describing in detail how the project will be executed = 10%</b> Submitted = 10% Not submitted = 0%	20%
<b>3. Certification</b>  <b>1. QA/QC Manuals and/or Certification = 2%</b> 1.1 QA/AC Manuals and/or Certification and/or Plan = 2% 1.2 No QA/QC Manuals = 0%  <b>2. ISO Certification = 1%</b> 2.1 ISO 9001 certification or any other equivalent = 1% 2.2 No ISO certification / Not submitted = 0%  <b>3. HSE Certification = 2%</b> 3.1 NEBOSH HSE certification or any other equivalent = 2% 3.2 No HSE certification / Not submitted = 0%	5%

Bidders who meet the mandatory requirements shall be evaluated with the mentioned technical criteria. Each bidder must achieve a minimum score of **25 out of 40 (i.e. 62.5%)** to proceed to the financial evaluation.



**Note:** in recognition of the vital role played by Small and Medium Enterprises (SMEs) in the economy, and to foster their participation in the Bank's procurement processes, registered SMEs will be accorded a preferential weighting of ten percent (10%) in the financial evaluation. This preference is designed to enhance the competitiveness of SMEs and support their growth within the industry. Bidders seeking to benefit from SME preferences must provide a valid SME certificate at the time of the submission of the Proposal and no certificates will be accepted after tender closing.

Bidders that qualify in the technical evaluation only will be evaluated financially. Each Bidder shall be evaluated based on the bid submitted as well as the thoroughness of the financial breakdown and rates. The highest score shall be awarded to the bidder with the best offer under the condition that there are no arithmetic or numerical issues with the submission.

#### **4. Appendix 1**

Drawings, design and specifications are to be shared once participation confirmation is received by the mentioned emails.

**5. Appendix 2 – Form of Performance Bond**

To be engrossed on Bank headed paper.

No terms shall be deleted from this Guarantee nor shall any terms be added.

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**BANK REF.:**

**DATED:**

Dear Sirs,

**PERFORMANCE BOND NUMBER** : .....

**PROJECT** : .....

**CONTRACTOR** : .....

**DATE OF CONTRACT** : .....

In consideration of you Bahrain Development Bank P.O. Box 20501 (the “BDB”) having agreed to enter into the above contract (“the Contract”) with ..... of ..... (“the Contractor”) we, the ..... Bank / Insurance Company of ..... Hereby irrevocably and unconditionally guarantee to BDB subject only to the monetary limitation hereinafter specified that the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the contract for ..... (“the Works”) and of any extensions thereof, and that the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of any and all changes modifications, additions or amendments to the Contract that may hereinafter be made, and that the Contractor shall also fully indemnify, defend and hold harmless BDB from all costs, liability and damage which BDB may suffer by reason of the failure of the Contractor to do so.

In the event that the BDB, in its absolute discretion, gives written notice to us any time of the failure of the Contractor to perform or fulfill any of the acts or obligations set forth in the preceding paragraph, we hereby unconditionally and irrevocably undertake, without any right of set off or counterclaim whether on our behalf or on behalf of the Contractor, to pay to the BDB the sum of Bahrain Dinars ..... (BD ..... ) being an amount equal to ..... Percent (.....%) of the price recorded in the Contract. Such written notice of BDB shall be conclusively binding on us for all purposes under this Performance Bond.

We further agree that any change, modification, addition or amendment which may be made to the terms and conditions of the Contract, or to the Works to be performed thereunder, or to the payments to be made on account thereof, or any extension of the time of performance of the Works or any composition, settlement, promise not to sue or other forbearance on the part of either BDB or the Contractor to the other shall not in any way release us from our continuing liability hereunder, and we hereby expressly waive our right to consent to or to receive of any such change, modification, addition, amendment, extension, composition, settlement, promise or forbearance.

This Performance Bond shall be valid until the ..... day of ..... 201 ..... or until the date of issue of the Final Certificate by the Supervising Officer as defined in the Contract under the terms of the Contract whichever shall be the later and any request for payment hereunder must be received by us on or before the later of such dates.

This Performance Bond shall be governed by and interpreted under the laws of Bahrain. It shall be returned to us on its expiry.

Signed :  
(as appropriate by properly authorized officials for an on behalf of the guaranteeing Bank).