

BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 2.00PM)	Quotation Fee	Requesting Department	Focal Person
2	(01) PSD/QTN//2023/ESTET – (MOH)	<p>ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES</p> <p>CATEGORY: E01, KA01 & M01</p> <p><u>ELIQIBILITY FOR TENDERERS: QUALIFICATION OF SUPPLIER / TENDERER: MUST BE REGISTERED WITH MINISTRY OF HEALTH AND / OR MINISTRY OF DEVELOPMENT</u></p> <p>PLACE OF SUBMISSION: QUOTATION BOX (GROUND FLOOR) MINISTRY OF HEALTH COMMONWEALTH DRIVE BANDAR SERI BEGAWAN, BB 3910 NEGARA BRUNEI DARUSSALAM</p>	16/01/2023	04/02/2023	\$5.00	PENGURUSAN ESTET DAN PERKEMBANGAN PROJEK, KEMENTERIAN KESIHATN.	<p>MD SHAHRIN BIN HAJI SHARBINI</p> <p>PEMANGKU PENOLONG PENGARAH KEMAJUAN PROJEK</p> <p>TEL: 2383688</p>

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

1. Before tendering, the tenderer shall visit the site where the Works are to be carried out and shall also carefully examine the relevant Terms and Conditions of Contract, Drawings, Specification and all other accompanying schedules, etc.

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the **Md Yussof Bin Hj Abdullah or Ak. Noorshah Bin Pg Hj Zainal, Estate Management and Project Development, MOH [Tel: 2383688]**.

On tendering, the tenderer shall be deemed to have examined the documents referred to above and shall be bound by the terms and conditions therein.

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration: -
- (a) Valid Tenderer's Registration Certificate from the Ministry of Development **Category EO1, KAO1 & MO1** and/or Ministry of Health.
 - (b) Business Enactment Act Section 16 & 17.
 - (c) The Tender Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
 - (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

Tender documents must be duly completed, signed and dated. Any tender which is incomplete or unsigned will render the tender to be rejected.

3. (a) Tenders and documents in connection therewith as specified above, must be delivered to the place at or before the time specified.
(b) In the case of the tender not being delivered by hand, the tenderer must arrange for his / her tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
(c) In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.

Tenders shall remain valid for **3 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be **B\$5.00 [Five Dollar Only]**
8. No unauthorized alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialed.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender must be done in the official printed tender forms which is available from the **PURCHASING AND PROCUREMENT SECTION, MINISTRY OF HEALTH**.

The completed tender documents are to be lodged on or before 2:00 PM on SATURDAY in a sealed enveloped addressed to :-

TENDER / QUOTATION (QTN) BOX

**PENGERUSI SEBUTHARGA
TINGKAT BAWAH
KEMENTERIAN KESIHATAN
JALAN COMMONWEALTH DRIVE
NEGARA BRUNEI DARUSSALAM**

The top part of the sealed envelope must be written stating the following :-

Quotation No. : _____ Quotation Closing Date : _____

Title : **ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES**

A	1.	_____
	2.	_____
	3.	_____
FOR OFFICIAL USE ONLY		

Quotation For : ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES

Quotation No. : _____ Closed On : _____ Receipt No. : _____

PART A - AGREEMENT

1.0 On behalf of _____
 I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of B\$ _____
 (Brunei Dollars _____)

within a period of 12 Days / Months* in accordance with the terms and conditions below.

2.0 Name & Signature : _____
 As Owner/Director* (_____)

2.1. IC No. : _____

2.2 Name & Signature : _____
 of Witness (_____)

2.3 IC No. : _____

2.4 Address : _____

2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____

2.6 Date : _____

Company Stamp

ACCEPTANCE OF CONTRACT (FOR OFFICIAL USE ONLY)

3.0 On behalf of the Brunei Government, I accept your offer to carry out all / items * _____
 of the above for a sum of B\$ _____
 (Brunei Dollars _____)

4.0 _____
 (_____)

4.1

4.2 Signature & Name : _____
 of witness (_____)

4.3 Address : _____

4.4 Tel. No. : _____ Fax No. : _____ E-mail : _____

4.5 Date of Contract : _____ Approval No. : _____

4.6 The Superintending Officer is : _____

4.7 The Starting Date is on : _____

Note : An asterisk * indicates text that is to be deleted as appropriate

C

Department Stamp

PART B - TERMS OF QUOTATION

1.0. BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Contractor to do his Works.
- 1.1.2 To provide all information and facilities stated in this Contract to enable the Contractor to do his Works.
- 1.1.3 To pay the Contractor as provided in this Contract.
- 1.1.4 To assign a Superintending Officer to administer this Contract.
- 1.1.5 May take out or renew collateral warranty and insurance as referred to in Clause 1.2.3 and Clause 1.2.4 below if the Contractor fails to do so.

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the Completion Date(s) and Contract Period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to their Works.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Superintending Officer.
- 1.2.4 To provide and maintain valid Contractors all risks insurance policy at all times.

1.3 Instructions, Certifications & Job Orders

- 1.3.1 The Superintending Officer can issue instructions and certifications including Job Orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and Job Orders must be in writing, dated and clearly identified as Superintending Officer's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Superintending Officer must state a commencement date and a reasonable date for its completion and the Contractor must complete each Job Order by that completion date.
- 1.3.4 The minimum and maximum of any one Job Order to be issue as stated in the Appendix Item 5.0 and the maximum to be issued must be capable of being carried out and completed within the Contract Period.
- 1.3.5 The Contractor must comply with all instructions, certifications and Job Orders issued by the Superintending Officer.
- 1.3.6 The Superintending Officer may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.5, and the Contractor shall pay for all extra costs incurred.

2.0. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

- 2.1.1 The Contractor must do his Works based on the documents referred to in this Contract and other instructions and information given to him by the Superintending Officer.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Superintending Officer shall inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), the Superintending Officer may arrange others to rectify the shortfall(s). The Superintending Officer can also certify either :
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the Payment Certification Clause.
- 2.1.4 The Superintending Officer can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix Item No. 3.0) after the Superintending Officer confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

- 2.2.1 The Contractor must keep the site clean and safe at all times.
- 2.2.2 The Contractor must comply with all laws and regulations relating to Health, Safety and Environment Act, if any.

3.0. TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Superintending Officer will inform the Contractor when to start work in writing. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.

- 3.1.3 The Superintending Officer can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the Completion Date(s) stated in this Contract or as instructed by the Superintending Officer.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Superintending Officer or anyone within either of their responsibility or control (which includes other Contractors on site), or anything beyond the Contractor's control, disrupts the Contractor from finishing within the completion period, the Superintending Officer must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Superintending Officer must adjust the Completion Date(s).
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

- 3.3.1 When the Contractor practically completed all the Works, he shall inform the Superintending Officer stating he has completed.
- 3.3.2 The Superintending Officer must decide when the Works has actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Superintending Officer must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a Final Completion Certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix Item No. 3.0) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Superintending Officer, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish by the date stated in the Contract or Job Order, he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the Payment Certification Clause.
- 3.4.2 Liquidated Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completed the Works.

4.0. VARIATIONS TO WORK

- 4.1 The Superintending Officer can issue instructions to vary the Works to be done.
- 4.2 If the Superintending Officer instructs the Contractor to vary any of the Works and there is a financial impact, the Superintending Officer must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.3 The Superintending Officer must value the variation work using the Summary of Works rates and/or adjusted Schedule of Rates. If neither are available then using fair market rates.
- 4.4 This shall be done in a written certificate clearly identified as Variation Order certificate.

5.0. PAYMENT CERTIFICATION


5.1 Claims and Payment Certificate

- 5.1.1 The Contractor must submit a claim for the Works done before any payment certificate can be issued.

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
- 5.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Superintending Officer and properly done by the Contractor.
- 5.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
 - (b) The value of any shortfall(s) due to Works done according to this Contract or due to any other breach of this Contract by the Contractor which the Superintending Officer has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Superintending Officer can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.

**ESTATE MANAGEMENT
MINISTRY OF HEALTH**

	1. _____
	2. _____
	3. _____
FOR OFFICIAL USE ONLY.	

Quotation For : ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET
IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES

Quotation No : _____ Closed On : _____ Receipt No. : _____

PART A - AGREEMENT

1.0 On behalf of _____
 I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of B\$ _____
 (Brunei Dollars • Plus / Minus _____ % (_____ per centum)
 • Delete as necessary and insert the necessary % (N.B. if none stated then it will be assumed as 'NIL').)
 within a period of TWELVE(12) Months / Weeks* in accordance with the terms and conditions below.

2.0 Name & Signature : _____
 As Owner / Director* (_____)

2.1 IC No. : _____

2.2 Name & Signature : _____
 of Witness (_____)

2.3 IC No. : _____

2.4 Address : _____

2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____

2.6 Date : _____

Company Stamp

FOR OFFICIAL USE ONLY.

3.0 On behalf of the Brunei Government, I accept your offer to carry out all/ items* _____
 of the above for a sum of B\$ _____ (Brunei Dollars _____)
 within a period of _____ Days / Weeks* in accordance with the terms and conditions below.

4.0 _____
 (_____)

4.1 _____
 For Senior Special Duties Officer

4.2 Name & Signature : _____
 of Witness (_____)

4.3 Address : _____

4.4 Telephone No. : _____ Fax No. : _____ E-mail : _____

4.5 Date of Contract : _____

5.0 The Contract Administrator is : _____

6.0 The Starting Date is on : _____

* Delete as necessary

Department Stamp

TENDER FORM

CONTRACT FORM FOR MINOR WORKS

Contract No. Of 20

To: (i.e. the "Superintending Officer") for and on behalf of the Government of Brunei Darussalam.

The undersigned (i.e. the "Contractor", or the Contractor's heirs, executors, administrators, assignees, successors and duly appointed representative) offers to provide subject to the Conditions below, all the labour, materials, workmanships, tools, machinery and everything necessary for the entire completion to the satisfaction of the

Superintending Officer of the works and services in the execution of

at as described in the Specification, and/or Drawings marked and numbered

..... (which form part of the contract on acceptance)

for the sum of Brunei dollars

..... (B\$

i.e. the Contract Sum which shall be payable by the Government or such sum as shall become payable under the Contract and according to the conditions below.

Within (*) from the date of possession of site.

Tenderer's Signature

Name

Position

..... (Company Stamp)

Address

(Witness) Signature

Name

Date

Tel No.

For and on behalf of the Government of Brunei Darussalam, I accept the foregoing Tender under the Conditions expressed. (Approval Ref. dated

..... Head of Department

..... Permanent Secretary

(Witness) Signature

(Witness) Signature

Name

Name

Date

Date

* The time for completion MUST be filled in

PART B - TERMS OF QUOTATION

CONDITIONS

1. SUPERINTENDING OFFICER'S REPRESENTATIVE

The term 'Superintending Officer' (or S.O.) includes anyone authorised in writing by the Superintending Officer to act on his behalf.

2. S.O.'S INSTRUCTIONS

- (a) All S.O.'s instructions involving variations must be confirmed in writing by the S.O.
- (b) If the Contractor fails to comply within a reasonable time after he receives the S.O.'s written instruction then the S.O. may employ others to carry out all necessary work and recover all related costs from Contractor.

3. VARIATIONS

Variations do not invalidate the Contract. All authorised variations will be paid or omitted as per :

- (a) Schedule of Rates (current at the time of award); or
 - (b) similar or pro-rata rates in the Contractor Documents; or
- if (a) and (b) above are not applicable,
- (c) fair rates agreed between the S.O. and the Contractor

The final Contract Sum will be adjusted to incorporate the variations.

4. DEDUCTIONS FROM PAYMENTS

If the Contractor owes the Government any money under this Contract, the S.O. may deduct it from the Contractors' payments.

5. SUB-CONTRACTING

The Contractor shall not assign this Contract or sub-contract all or any portion of the Works without the S.O.'s written consent. The consent shall not be unreasonably refused to the prejudice of the Contractor. The Contractor is still solely and personally responsible for making sure that all terms, stipulations and conditions in this Contract are followed by such authorised sub-contractors.

6. DAMAGE TO PERSONS AND PROPERTY

- (a) *Injury to persons* – The Contractor shall indemnify the Government any liability, loss, claim or legal actions in common law or by statute, which involve personal injuries or death of anyone during or due to execution of the Works unless due to any act or neglect of the Government or its servants.
- (b) *Injury to property* – The Contractor shall be liable for and shall indemnify the Government any liability, loss, claim or legal action or any injury or damage to any property real or personal during or by reason of the Works being carried out as a result of negligence, omission or default of the Contractor, his agents, servants, authorised sub-contractor or to any circumstances within his control.
- (c) Without prejudice to his liability under (a) and (b) above, the Contractor shall :
 - (i) take the necessary insurance to cover his liability; and
 - (ii) deposit the approved relevant policy/policies and premium receipts with the S.O. ;
and
 - (iii) ensure that his sub-contractors do the same as in (i) and (ii).

Otherwise the Government may take out the relevant insurances and deduct the premium paid from the Contractor's payments.

7. **WORKMEN'S COMPENSATION**

Before starting any work under this Contract, the Contractor must take out a Workmen's Compensation policy from an insurance company approved by the S.O. The policy or policies shall provide for compensation for any liabilities and all incidental and consequential costs and expenses to the Contractor and the Government including all its servants due to any legal actions by any workman employed by the Contractor and any sub-contractors in carrying out this Contract.

8. **DEFAULT**

If the Contractor fails to take out or renew the insurances referred in Clauses 7, 8 and 9 in joint names with the Government, the S.O. may do so and deduct the expenses from the Contractor's payment or payments.

9. **CONTRACT PERIOD**

- (a) Possession of the Site will be given after the award of the project.
- (b) The contract period is 1 year.
- (c) The S.O. may extend the contractor period not exceeding 25% of the original contract period.

10. **DETERMINATION OF CONTRACT**

- (a) If the Contractor :
 - (i) wholly suspends the Works before completion without any reasonable cause; or
 - (ii) fails to proceed with the Works with reasonable diligence; or
 - (iii) refuses or persistently neglects after a written notice from the S.O., to remove defective works or improper materials.

for fourteen (14) days after a notice sent by registered post to the Contractor from the S.O., the S.O. may then determine this Contract by a notice sent by registered post.

- (b) If the Contractor :
 - i) commits an act of bankruptcy; or
 - ii) becomes insolvent or compounds with; or
 - iii) makes any assignments for the benefit of his creditors; or
 - iv) assigns or sub-contracts the Contract or any portion of the Works without the S.O.'s written consent.

the S.O. may determine this Contract by a notice sent by registered post.

- (c) In either (a) or (b) above, the S.O. may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

11. **OTHER CONTRACTORS**

The Contractor shall allow and cooperate with others, who are appointed by the Government, to carry out other works on the same site.

12. **PAYMENT**

- (a) The S.O. shall certify payments for the works completed satisfactorily.
- (b) No final payment shall be paid on completion of the Works until the Contractor has satisfied the S.O. by submitting :
 - (i) a statutory declaration made by or on behalf of the Contractor; or
 - (ii) a certificate signed by or on behalf of the Commissioner of Labour

Stating that all the workmen employed by the Contractor and his sub-contractor on the Works have received all wages due to them and that all dues under the Labour Code have been paid.

13. **SCHEDULE OF RATES**

The Schedule of Rates shall form part of the said Contract and shall be used for the valuation of work (or of the supply of labour and/or materials) ascertained measurement and valuation in accordance with the net rates or prices contained therein in so far as such rates or process apply, subject to the percentage adjustment tendered by the Contractor, where the net rates or prices do not apply, the value shall be based upon rates or prices deduced therefrom so far as it is reasonable to do so, subject to the percentage adjustment(s) tendered by the Contractor.

14. **VALIDITY OF CONTRACT**

The contract is valid only when accepted and signed by an officer authorised to do so on behalf of the Government.

APPENDIX

CLAUSE :

- *9 Date for Possession of Site (will be given after project award)
- *9 End of Contract Date (will be given after project award)

SITE VISIT FORM

PROJECT REFERENCE NO.: _____

PROJECT TITLE: _____

This is to confirm and verify that the company stated below has visited and understood the specifications stated in the tender above.

This site visit is a **Mandatory** for Every Tenderer to participate a tender. Without this site visit with our representative from Estate Maintenance Section MOH and client, the tender shall be considered **NON COMPLY**.

Name of Company	
Company Stamp	
Name of the Staff	
Position	
Date of Visit	
Verified by Representative from End User, Department:	
Name	
Signature	
Date	
Verified by Representative from MOH Estate	
Name	
Signature	
Date	

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

TENDER DOCUMENT

FOR

**ONE YEAR TERM CONTRACT FOR COMPREHENSIVE
MAINTENANCE AND REPAIR OF GENERATOR SET IN
NATIONAL ISOLATION CENTRE LABORATORY FOR
NTRL AND VIROLOGY SERVICES**

INVITATION TO TENDER

TENDER REFERENCE NO: _____

INVITATION TO TENDERER FOR ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES

ALL COMMUNICATION IN THESE DOCUMENTS IS NOT TO BE COMMUNICATED EITHER DIRECTLY OR INDIRECTLY, TO THE PRESS OR TO ANY PERSON NOT AUTHORISED TO RECEIVE IT.

YOUR ATTENTION IS DRAWN TO THE OFFICIAL SECRETS ACT (CHAPTER 153 OF THE LAWS OF BRUNEI) WHICH RELATES TO THE SAFEGUARDING OF OFFICIAL INFORMATION.

Date of Issuance of Invitation: _____ 2023

1. **THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DIPERTUAN OF BRUNEI DARUSSALAM, represented by the Ministry of Health invites Tenders for ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL**

2. This Invitation to Tender is comprised of the following:

- Section 1: Instruction To Tenderers**
- Section 2: Specifications**
- Section 3: Forms to be Used**
- Section 4: Condition of Contract**

3. Interested Tenderers may obtain the Invitation to Tender upon payment of a non-refundable Tender Document Fee of **B\$ _____** payable to "The Government of Brunei". Payment is to be made at **Account Section, Ground Floor, Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam.**

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form together with the Tender Document.

4. All tenders must be delivered to **The Chairman, Mini Tender Board, Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam**, not later than () on ().

SECTION 1

INSTRUCTION TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for **ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES.**

2. INTERPRETATION

- 2.1 As used in these Instructions To Tenderers, the following terms shall have the following meanings, except where the context otherwise requires:

"Contract" means the agreement(s) to be entered into between the Government and the successful Tenderer in the form of the Agreement(s) set out in **Section 4** of this Invitation to Tender or as otherwise agreed between the successful Tenderer and the Government;

"Government" means the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam represented by the Ministry of Health, Brunei Darussalam.

"Government Project Officer" means the Project Co-ordinator or such other person as the Government may from time to time determine;

"Services" means the services to be provided by the Tenderer as described in **Section 2** of this Invitation To Tender;

"Intellectual Property Rights" means any rights in respect of or in connection with any confidential information, copyright, patents, design rights, reports, drawings, specification, or eligible layout rights and includes any right to apply for registration of such intellectual property rights;

"Invitation To Tender" means this Invitation To Tender, including the Instructions To Tenderers and all of its Sections, inviting Tenderers to offer to meet the Government's requirements by submitting a Tender in accordance with the requirements of this Invitation To Tender;

"Specification" means the specifications and requirements of the Services as described in **Section 2** of this Invitation To Tender;

"Tender" means the Tenderer's response to this Invitation To Tender;

"Tender Closing Date" means the date and time specified for the submission of the Tender;

"Tenderer" means a person, partnership or any other body (whether corporate or otherwise) who submits a Tender in accordance with this Invitation To Tender;

"Validity Period" means the time period during which the Government may accept a Tender.

- 2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of these Instructions To Tenderers.

2.2.1 A cross reference to a clause number is a reference to a clause of these Instructions to Tenderers and includes all of its sub clauses;

2.2.2 Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;

2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the conditions of the Contract as contained in this Invitation To Tender, the latter shall prevail.

3. ELIGIBILITY

3.1 This invitation to tender is open only to contractor's which are registered with *Ministry of Development* (Category M03 & E01). Contractor specializing in providing and maintenance services for Generator Set and registered with the Ministry of Health are eligible to participate in this Invitation to Tender.

3.2 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender.

4. CONFIDENTIALITY

4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, be disclosed in whole or in part to any third party, or to any employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender.

4.2 The Government may require any unsuccessful Tenderer to return any specification, plans, patterns, samples or instructions issued by the Government.

4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153) which relates to the safeguarding of official information.

5. FORM OF CONTRACT

5.1 The successful Tenderer shall be required to enter into an agreement with the Government in substantially the form enclosed at **Section 4** in this Invitation To Tender, or as otherwise agreed between the successful Tenderer and the Government.

5.2 The final decision to appoint a successful Tenderer or not will rest with the Government in its sole and absolute discretion. The Government will not be bound to accept the provision of any products and/or services tendered by any Tenderer unless and until the execution of the Contract by the successful Tenderer.

6. SUBMISSION OF TENDER

6.1 All Tenders must comprise of the following:

6.1.1 the **Tender Form** provided in **Section 3** in this Invitation To Tender duly completed in accordance with the requirements stipulated therein;

- 6.1.2 documentary evidence required under Clause 27 below;
and comply with the following requirements:
- 6.1.3 the Tender must be in English;
- 6.1.4 each page must be numbered consecutively;
- 6.1.5 wherever possible, the Tender submitted should not exceed A4 paper size; and
- 6.1.6 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. loose leaf binding is not acceptable).
- 6.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.
- 6.3 The Tender, including the Tender Form and all other accompanying documents are to be put in an envelope, sealed and must be submitted in **two (2) sets** made up of **one (1)** original and **one (1)** duplicate. All sets shall be bound and clearly labelled as ORIGINAL and DUPLICATE ONE respectively. All Tenders must be addressed to:

**Chairman,
Mini Tender Board,
Ministry of Health, Jalan Menteri Besar,
Commonwealth Drive, Bandar Seri Begawan BB3910,
Brunei Darussalam**

- 6.4 The envelope containing the Tender:
- (a) shall **not** bear the name or address of the Tenderer, and
- (b) shall **have** on its **top left-hand** :
- (i) the Tender number;
- (ii) and the words
"DO NOT OPEN BEFORE 2.00 p.m., On Tuesday, 2023"; and
- (ii) the closing date and time of the Tender.
- (c) shall bear the following description of the project, namely:
- "ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES."**
- 6.5 For the ORIGINAL:
- (a) All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialed by the Tenderer's authorized representative.
- (b) All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorized agent or officer of the Tenderer.
- (c) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialed by the Tenderer.

(d) All pages must be numbered.

- 6.6 All documents and materials must be submitted at the same time. Materials such as published articles, brochures and pamphlets submitted with the Tender must be stamped with the name of the Tenderer and securely packaged with the Tender.
- 6.7 Submission of Tender by telex, telegram or facsimile is **not** permitted.

7. VALIDITY PERIOD OF TENDER

- 7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of twelve (12) months from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.
- 7.2 Where the Government seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond will result in the Tender not being considered further.

8. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

- 8.1 The Government reserves the right to issue amendments or additions to these Invitation To Tender at any time before the Tender Closing Date. Any such amendment shall be numbered, dated and issued by the Government Project Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing date.
- 8.2 The Government will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding such amendments or additions to the Tenderers' address as advised by the Tenderer in the **Invitation To Tender Acknowledgment Form**. The said form shall be in the format set out in **Appendix 1** to these Instructions to Tenderers. It is a condition of this Invitation To Tender that any amendment or addition forwarded by the Government to the Tenderer in accordance with this clause shall be deemed to have been duly given if this information is forwarded to such address.

9. WITHDRAWAL OF TENDER

No Tender may be withdrawn after the Tender Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy that the Government may have against it, be liable to be debarred from future Government tender.

10. TENDER PRICE

The Tenderer shall quote in Brunei Dollars in its Tender the all-inclusive price (i.e. CIF price, inclusive of all customs duties and taxes payable whether in or outside Brunei Darussalam) of the Services described in these Invitation To Tender. Tendered prices shall be firm and fixed and remain valid for acceptance for a period of six (6) months from the Tender Closing Date and during such extension of the period as may afterwards separately be agreed in writing by the Tenderer at the request of the Government. The tendered prices shall be submitted in accordance with the format set out in **Section 3** to this Invitation to Tender.

11. **SUFFICIENCY OF TENDER PRICE**

The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the provision of the Services.

12. **CLARIFICATION PRIOR TO TENDER CLOSING DATE**

- 12.1 A Tenderer seeking clarification of any of the requirements of this Invitation To Tender prior to the Tender Closing Date may only do so in writing in the format set out in Appendix 2 to these Instructions To Tenderers and shall be sent by the Tenderer by mail or facsimile to:

***Head of Section
Estate Maintenance Section
Hospital RIPAS
Negara Brunei Darussalam***

Tel: 2242424 ext: 8637, 8638, 2222.

- 12.2 The Government will endeavour to provide any clarification as soon as possible. Each and every request for clarification (without any details as to who they are from), together with the relevant clarification, shall be distributed to all Tenderers.
- 12.3 The Government will NOT accept any request for clarification that is submitted within seven (7) days prior to the Tender Closing Date.

13. **OWNERSHIP OF TENDER DOCUMENTS**

- 13.1 By submitting a Tender, the Tenderer:

13.1.1 licences the Government to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and

13.1.2 acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.

- 13.2 The Government acknowledges that, subject to Clause 13.1 above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

14. **TENDER CLOSING DATE**

All Tenders shall be lodged on or before the Tender Closing Date in accordance with these Instructions to Tenderers.

15. **LATE TENDERS**

A Tender lodged or received by the Government after the Tender Closing Date shall be disqualified.

16. TENDERERS TO INFORM THEMSELVES

16.1 By responding to this Invitation To Tender, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

16.1.1 the necessary skills, knowledge and experience to provide the Services sought;

16.1.2 in preparing its Tender:

(a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender; and

(b) made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Tenderer's obligations under the Contract; and

(c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Government **except** where such warranty or representation is contained in this Invitation To Tender or made through the processes specified by these Instructions To Tenderers; and

16.1.3 satisfied itself as to the accuracy and sufficiency of the Tender (including the tendered prices) to achieve the due and proper performance and completion of the Tenderer's obligations under the Contract.

17. SUB-CONTRACTORS

17.1 To assist the Government in its evaluation of any Tender, where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer shall state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor. In addition, the Tenderer shall provide information about each sub-contractor.

18. ERRORS IN TENDERS

18.1 Tenderers are advised to study this Invitation To Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.

18.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.

18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as the Government considers necessary for such purpose.

18.4 If the Tenderer fails to make the alterations as directed by the Government and/or fails to do so within the time set by the Government, the Tender shall be deemed to have been withdrawn by the Tenderer.

18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the

rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.

18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.

18.7 If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in Clauses 18.3 and 18.5 above and wishes to lodge a correction or additional information, it can *only* do so if:

18.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and

18.7.2 the correction or additional information is provided to the Government in writing and is initialed by the Tenderer.

18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material way. Any omission or addition which is deemed by the Government to alter the original Tender in a material particular, the Tender shall be rejected without any liability whatsoever on the part of the Government.

19. CLARIFICATION OF TENDERS BY GOVERNMENT

19.1 At any stage during the evaluation phase, the Government may:

19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or

19.1.2 call for interviews with Tenderers; or

19.1.3 request Tenderers to provide additional information in writing; or

19.1.4 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.

19.2 Where requested to clarify any matter contained in the Tender or to provide additional information or sample, Tenderers shall provide such sample and/or clarification and/or additional information in writing at the time and place stipulated by the Government. Failure to comply with any such request may result in the Tender being excluded from further consideration.

19.3 In the event that any clarification, additional information, sample, presentation or site inspection is requested from a Tenderer by the Government, the Tenderer shall provide such clarification, additional information, sample, presentation or site inspection at no cost to the Government whatsoever.

20. CONDUCT OF TENDERER

Any Tenderer who attempts or is found to have offered a bribe, gratuity, bonus, discount or any sort of enticement to any employee of the Government shall have their Tender rejected by the Government.

21. CANVASSING

Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of the Tender, the Government shall be entitled to rescind the Contract.

22. EXPENSE OF TENDERER

In submitting a tender, the Tenderer will be deemed to have acknowledged and agreed that it will bear all the expenses it incurs in preparing its Tender or negotiating the Contract and is not entitled to seek any compensation or reimbursement of those costs from the Government.

23. INVALID TENDERS

Incomplete Tender submissions and/or Tender submissions received after the Tender Closing Date shall be invalid.

24. ACCEPTANCE OF TENDER

24.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefor.

24.2 When accepting the Tender, the Government may accept the whole or any part(s) of the Tender in which event, the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Tender.

24.3 The successful Tenderer or Tenderers (as the case may be) shall be required to enter into a contract with the Government in substantially the form enclosed at **Section 4** of this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government. In the event that the Tenderer is a duly authorised agent, the formal agreement is to be executed with the principal.

24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.

24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

The Government reserves to itself all copyrights in this Invitation To Tender.

26. PERFORMANCE BOND [Not applicable to this tender]

The successful Tenderer shall provide a Performance Bond in accordance with the Contract.

27. FORMS TO BE USED

- 27.1 The Tenderer shall furnish, as part of its Tender, the following and in the form of Schedules specified below:
- 27.1.1 **Schedule A – Tender Form**, in the format set out in **Section 3** in this Invitation To Tender;
- 27.1.2 **Schedule B – Information Summary**, containing information on Tenderer's profile and previous experience(s) in providing the services specified in this Invitation to Tender;
- 27.1.3 **Schedule C – Sub-contracts**, as required under Clause 17 above;
- 27.1.4 **Schedule D - Company's Background**, containing information on the Tenderer's background, scope of operations, financial standing, certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be);
- 27.1.5 **Schedule E –References**, containing a list of organizations or government agencies to whom the Tenderer has providing/is providing g the services specified in this Invitation To Tender;
- 27.1.6 **Schedule F – Letter of Declaration**, containing a declaration by the Tenderer that the Tenderer or any member of the Tenderer's family do not have any interest in other companies competing for the same tender
- 27.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

Tenders will be considered only if submitted according to the instructions in these Instructions To Tenderers. Non-compliance with any such instructions will render the Tender 'Non-Compliant' and possible rejection by the Government.

29. EVALUATION OF TENDER

Evaluation Objective

- 29.1 Tenderers must note that the Government will award the Contract to the Tenderer whose Tender is considered to be most advantageous to the Government. Therefore, whilst cost is an important consideration, it is only one of the criteria upon which each Tender will be evaluated. Price is considered in conjunction with conformance with the specifications contained in **Section 2** in this Invitation To Tender.

Evaluation Process

- 29.2 The assessment of the Tenderer's response will be derived from the written Tender response, information obtained as a result of enquiries made with reference sites, the samples submitted and any presentations/demonstrations undertaken as part of the evaluation process.

Shortlisting

- 29.3 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.

- 29.4 If the Government performs such a shortlisting exercise, then Government may exclude from further evaluation and consideration Tenders which are not included on the shortlist. The Government may at any time and in its sole discretion, include on the shortlist any Tender which was not initially included on the shortlist.

Enquiries of Referees And Others

- 29.5 Tenderers should note that the Government may make enquiries of any person, company or organisation to ascertain the suitability of the Tender and the Tenderer.
- 29.6 This may include, but is not limited to, the confirmation of any information provided in the Tender. Should the Government decide to approach a current or former customer of the Tenderer that has not been included in the list of references, the Government will notify the Tenderer of such action.
- 29.7 Information obtained pursuant to these enquiries an information supplied by referees and other persons may be taken into account by the Government when evaluating Tenders.

APPENDIX 1

ACKNOWLEDGMENT OF INVITATION TO TENDER

TENDER REFERENCE NO: KK/ _____ /20

INVITATION TO TENDER FOR ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES.

I/We _____ (insert _____ name)

of _____ (address)

(tel and fax numbers) _____

hereby acknowledge receipt of the Invitation To Tender ("ITT") for the above services and also acknowledge and agree that all information in the ITT shall not be communicated, either directly or indirectly, to the press or to any person not authorised to receive it.

My/Our attention has been drawn to the Official Secrets Act (Chapter 153 of the Laws of Brunei) which relates to the safeguarding of official information.

Dated this _____ day of _____, 20

Signature of authorised officer of Tenderer

Tenderer Official Stamp

Name: _____

Designation: _____

FOR OFFICE USE

Amount Paid: _____

Date of receipt: _____

Receipt No: _____

Officer: _____

SECTION 2

SPECIFICATIONS

11

25/8/2

**ONE YEAR TERM CONTRACT FOR COMPREHENSIVE MAINTENANCE AND REPAIR
OF GENERATOR SET IN NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL
AND VIROLOGY SERVICES.**

SCOPE OF WORKS

1. GENERAL

- 1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the comprehensive maintenance and repair (hereinafter referred to ("Maintenance Services") of Generator Set as set out in **Schedule I – List of Equipment**, at RIPAS hospital for a duration of one (1) year.
- 1.2 The Contractor shall provide Maintenance Services for the system inclusive of all necessary spare parts and replacement parts ensure that the system is kept in good working order and condition and functioning efficiently within the manufacturer's specification. The Maintenance Services consist of:
- Preventive Maintenance
 - Corrective Maintenance
- 1.3 All prices to be quoted shall include labour, parts and transport charges.
- 1.4 The tenderer shall also ensure that technical services shall be available twenty-four (24) hours a day for the convenience of the Government to provide assistance for any emergency service. In the event that any attended calls are made during the preventive maintenance period, there shall not be any charges for the replacement of parts.

2. MAINTENANCE SERVICES

2.1 PREVENTIVE MAINTENANCE

- 2.1.1 Scheduled or routine preventive maintenance, which includes testing and inspection, on the system shall be performed during Government working hours (07.45 am – 12.15 pm and 01 pm – 04.30 pm).
- 2.1.2 Preventive maintenance shall be performed in accordance with the maintenance schedules set out in **Schedule 'II' – Plant Preventive Maintenance Schedules (PPM)** recommended by the manufacturers' service manuals.
- 2.1.3 Although the maintenance schedules may not include instructions for every component of each item of the equipment, the Tenderer is expected to carry out the usual maintenance process in accordance with the normal trade practices and to meet specific requirements of the respective equipment's manufacturer's recommendations.
- 2.1.4 The frequencies of the preventive maintenance may be adjusted by mutual agreement, to suit the duty and conditions of operation of the system's equipment.
- 2.1.5 Where follow – up work is considered necessary and involves further repairs the Tenderer shall notify the Superintendent Officer of the extent of the repairs before proceeding with the work.
- 2.1.6 The Tenderer shall ensure that downtime of any of the equipment within the system is kept to a minimum. The maximum period for which any equipment to be continuously out-of service shall be **One (1) day**. A penalty of **B\$100.00 per day** shall be imposed if the said period is exceeded and that, it is in the opinion of the Superintendent Officer, the system ought reasonably to have been put back to service.

- 2.1.7 The tenderer as also required to submit monthly report covering details of periodic inspection servicing and repairs. The monthly report shall include, but not limited to, a log showing time when fault notice was received, nature of fault, time when rectification works was initiated, actual time taken for repair, materials and parts used.

2.2 CORRECTIVE MAINTENANCE

- 2.2.1 Corrective Maintenance shall be performed at **ANY TIME (inclusive of public holiday)** upon notification by the Superintending Officer or his representative.
- 2.2.2 The Tenderer shall dispatch his competent mechanics/technician to a site specified by the Superintending Officer or his representative within 30 minutes (hereinafter "Response Time") after being notified in writing or telephone that a fault is reported via a "Service Call Slip" which the Tenderer shall collect prior to commencing the repair or replacement works. This Service Call Slip must be certified by the Superintending Officer or his representative with an official stamp, time in, time out and date.
- 2.2.3 If the response Time is exceeded, a **penalty of B\$50.00 per hour** upon the Tenderer for every hour or part thereof that the Response time is exceeded.
- 2.2.4 The mechanics/technician shall complete any repair or replacement of parts within seven (7) days from the time the mechanics/technician arrives at the specified site. **A penalty of B\$100.00 per day** shall be imposed if the said downtime is exceeded and that, it is in opinion of Superintending Officer, the system ought reasonably to have been put back to service.
- 2.2.5 Any breakdown report(s) shall be forwarded to the respective Estate Maintenance Section on the next working day of approval of EMS's Superintending Officer.

2.3 ADDITIONAL SERVICES

- 2.3.1 The Tenderer shall service the existing panels such as tightening the cable, terminations, replacement of fused indicating lights, faulty meters, tidying up the internal wirings, relays, components and boards.
- 2.3.2 The Tenderer is also required to provide necessary protection against the existing plants and equipment in the adjacent working areas while carrying out the Maintenance Services.

3 SPARE PARTS

- 3.1 The Tenderer shall maintain sufficient spare parts which are commonly used to ensure and enable all preventive maintenance to be carried out and to replace any parts which may reasonably expected to be needed due to breakdown.
- 3.2 The Tenderer shall submit a price list of all parts or item as listed out in **Schedule III – Schedule of Rates**. This list shall be inclusive of all duties, taxes, labour charges, transport charges and maintained for one year.
- 3.3 Tenderer shall remove and replace any parts supplied which are damaged, defective or do not meet the respective specification. Failure to do within the **stipulated time** by the Superintending officer may result in the removal of the part/s by the Superintending Officer and replaced by others. The Government reserves the right to recover all costs and expenses incurred for such removal and replacement.

- 3.4 A grace period of **two (2) weeks** for repairs which are outstanding due to unavailability of spare parts or awaiting spare parts, after which penalty of **B\$100.00 per day or part thereof** shall be imposed. A written notice will be given to the Tenderer seven (7) days prior to expiry of the grace period and start of the penalty.
- 3.5 If, in the opinion of the Superintending Officer, any of the parts supplied are not in accordance with the specifications, the Superintending Officer reserves the right to submit the part/s to expert examination and/or test. All costs in connection therewith shall be done by the Tenderer unless such examination and/or test show that the said part/s is/are in accordance with its specification/s.
- 3.6 The service engineer shall complete any repair or replacement of parts within fourteen (**14**) **days** from the time the service engineer arrives at the site.
- 3.7 The contractor shall supply all replacement part, spare parts and materials necessary for the proper operation, routine preventive maintenance and breakdown repairs of the system.
- * These shall be genuine parts and materials approved by the system manufacturers and where new parts or materials are to be used, the Superintendent Officers approval shall be an advance.
- 3.8 The contractor shall give (9) months warranty period to all replacement parts and repair after complete works done

4 PERSONNEL

- 4.1 To ensure the proper and efficient execution of the maintenance services, the Tenderer shall provide and employ qualified and competent workers to perform the Maintenance Services as follows:
- One (1) registered Engineer
 - One (1) registered technician/supervisor
 - Two (2) tradesmen
- 4.2 Failure to provide the required personnel to carry out the Maintenance Services will result in an imposition of the following charges:
- Engineer - **B\$100/day**
 - Supervisor/Technician - **B\$75.00/day**
 - Tradesman - **B\$50.00/day**
- 4.3 The Tenderer shall ensure that such personnel are properly trained and employed (if they are employed outside of Brunei Darussalam) by the Tenderer throughout the three-years duration.
- 4.4 The Tenderer is required to submit a list of names, addresses, qualification, experiences and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Maintenance Services in the format set out in Section 3 of this invitation to Tender. Any amendments made to the list shall be submitted in writing within five (5) days upon knowledge that any person has been added or deleted from the list during the one-year duration.
- 4.5 The superintending Officer reserves the right to remove, reject or replace any persons employed by the Tenderer, who in the opinion of the Superintending Officer is not competent to execute the maintenance Services and shall direct the tenderer to replace such person/s.

- 4.6 All personnel employed by the Tenderer shall be neatly and properly attired in uniforms and equipped with proper tools and safety equipment to enable them to carry out their work safely, accurately and without any risk of causing damage to the system or any of the building at respective Hospital/Health Centre/Clinic, Ministry of Health.

5 INSURANCE

- 5.1 The Tenderer shall warrant that he will maintain at his own expenses, comprehensive general liability, errors and omissions, worker's compensation, public liability, property damage and automobile liability insurance. The Tenderer shall note that all insurance should cover throughout the contract period of one (1) year and, any approved extension of time.

6 LOG BOOKS AND REPORTS

- 6.1 A record of the work done on each maintenance visit for each location in **Schedule I** shall be noted in a log book by the Tenderer.
- 6.2 The log book must show the date, time and duration of work performed; a description of work performed and the name of the Tenderer's personnel responsible for performing the work.
- 6.3 Completion of the maintenance visit shall be affixed via the technician's signature and shall be confirmed in writing by the Superintending Officer or his representative.
- 6.4 The log book must be available for inspection by the Government at any time.
- 6.5 The Tenderer shall also submit Maintenance Service Reports in a format acceptable the Government and shall include the following information.
- Reference number of any equipment of the system;
 - Job number;
 - Date of completion of job;
 - Date, time and total time any equipment of the system is made unavailable to the Government;
 - Name of Tenderer's technician/personnel responsible for carrying out the job; and
 - Comments of the person requesting the Maintenance Services.
- 6.6 Any verbal reports made by the EMS on any breakdown shall be made available to the Superintending Officer or his representative within twenty-four (24) hours of receiving the complaint. Such report must state the nature of the fault, work done and whether any further work is required.

7 EQUIPMENT AND TOOLS

- 7.1 The Tenderer shall insure that all technicians working on site are equipped with adequate equipment and/or tools to enable them to carry out their work safely, accurately and without risk of causing any damage to the system or any of the buildings. Such equipment and tools include but are not limited to the following:
- Multitester
 - Insulation Tester
 - Test pin
 - Fuse
 - General Tool kit

8 CONTRACT PRICE AND PAYMENT

8.1 The tenderer shall quote the cost of an annual service contract which shall consist of the maintenance services charges and the cost of parts replaced (if any), upon receipt of:

- Three (3) copies of invoice;
1 Original invoice
1 Duplicate invoice
- Service call Slip; and
- A detailed Maintenance service Report

8.2 The tenderer shall submit the invoice of the previous month within first week of the following month. All claims shall be addressed to respective:

**Head of Section
Estate Maintenance Section
RIPAS HOSPITAL
Negara Brunei Darussalam**

8.3 Payment will be made within forty-five (45) days after submission of the invoice and other related documents, subject to any deduction under the Contract and satisfactory certification by the Government during the preceding month.

9 USE OF SITE

9.1 The contractor shall not use the site for any purpose other than that of carrying works in connection with the performance of the contract.

9.2 The contractor shall at all times keep the site clear and free from all surplus materials, rubbish, debris arising from the execution of the works and shall keep the site in a clean condition.

10 TWO-WAY RADIO FOR COMMUNICATIONS

The contractor shall provide (4) numbers of two-way radio communications (walkie-talkie) OR other approved equivalent alternative type of effective communication for use of the S.O. and his staff as mean of communication. All charge associated with commissioning, licensing and maintenance shall be borne by the contractor.

11 HEALTH AND SAFETY, PRECAUTION AGAINST CONTROL

The contractor shall provide all necessary measure, comply with all occupational health and safety regulations and rules that are force, and comply with all orders and instructions given to him from time to time by the Superintending Officer in regard to occupational health and safety persons in the vicinity of the site and including safety and other regulation in force in the Hospital/Health Centre/Clinics and any requirements of local Authority and/or Public Service Authority. No claim by the contractor for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due lack of knowledge of these conditions, regulations and requirements.

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SECTION 3

FORMS TO BE USED

CONTENTS

SCHEDULE A	TENDER FORM
SCHEDULE B	INFORMATION SUMMARY
SCHEDULE C	SUB-CONTRACTS
SCHEDULE D	COMPANY'S BACKGROUND
SCHEDULE E	REFERENCES
SCHEDULE F	LETTER OF DECLARATION

SCHEDULE A – TENDER FORM

To:

TENDER REFERENCE NO: KK/ /2023(ESTET)(TC)

**INVITATION TO TENDER FOR ONE YEAR TERM CONTRACT FOR
COMPREHENSIVE MAINTENANCE AND REPAIR OF GENERATOR SET IN
NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY
SERVICES.**

TENDER OF (*name of tenderer*)

Company/Business Registration No _____

Tender Closing Date: _____

MAINTENANCE VISIT

1. Schedule of Equipment, Schedule No.1, Rates for Maintenance item number A to G inclusive.

a. Total of 1 No. Task 'A' inspection for all item.

B\$ (BRUNEI DOLLAR

.....

.....

.....)

b. Total of 1 No. Task 'B' inspection for all item.

B\$ (BRUNEI DOLLAR

.....

.....

.....)

c. Total of 1 No. Task 'C' inspection for all item.

B\$ (BRUNEI DOLLAR

.....

.....

.....)

d. Total of 1 No. Task 'D' inspection for all item.

B\$ (BRUNEI DOLLAR

.....

.....)

.....)

e. ANNUAL COST OF MAINTENANCE VISIT

Total of Task ' A', Task 'B', Task 'C' plus Task 'D' inspection for all items.

B\$ (BRUNEI DOLLAR

.....

.....)

.....)

REPLACEMENT ITEMS

2. Schedule of Rates, Schedule No.2, Rates for replacement items, Serial Number 1 to 43 (i) inclusive.

a. Total for item 1 to item 43 (i) inclusive.

B\$ (BRUNEI DOLLAR

.....

.....)

.....)

1. We offer and undertake on your acceptance of our Tender to provide the above mentioned services in accordance with your Invitation To Tender.

2. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.

3. We shall execute a formal agreement in the appropriate form set out in Section 4 – Contract of the Invitation to Tender together with such further terms and conditions, if any, agreed between the Government and us.
4. OUR OFFER IS VALID FOR **SIX (6)** CALENDER MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this day of 20 __

Signature of authorised officer of Tenderer

Name:

Designation:

Tenderer's official stamp:

SCHEDULE B – INFORMATION SUMMARY

2.1 Tenderers shall provide in this Schedule the following information:

(a) Management summary

(b) Company profile (including Contractor and sub-contractor(s), if any)

(c) Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:

- *Provision of maintenance services for Standby Generator Set*

(d) Other information which is considered relevant

SCHEDULE C – SUB-CONTRACTS

- 3.1 Tenderers shall complete Table 3.1 with information about all the companies involved in the provision of the services and items specified in this tender. This shall include details about the Contractor and each sub-contractor involved, as well as their respective responsibilities.
- 3.2 Tenderers shall also indicate in Table 3.1 any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

Table 3.1 Responsibility Table

Company Name	Responsibility Description	Alliance Relationship between Contractor and Sub-contractor(s)		
		Alliance Exists? (Y/N)	Date Established	Alliance Description
Contractor				
		Not Applicable	Not Applicable	Not Applicable
Sub-contractor(s)				

SCHEDULE D – COMPANY’S BACKGROUND

- 4.1 Each of the companies involved in this tender, including Contractor and sub-contractor(s) (if any), shall provide information on the company’s background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be).

SCHEDULE E – REFERENCES

- 5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Contractor has provided similar services and items as specified in this tender in the recent 5 years as of the Tender Closing Date.

Table 5.1 References of previous customers

Customer Name and Address	Customer Type (Govt or Quasi Govt)*	Contact Person	Title	Contact Number, Fax Number and E-mail Address

***Note:** Tenderers shall indicate whether the customer is a Government or Quasi Government organisation. A Quasi Government is defined as an organisation which (1) is managed and controlled by the Government; or (2) has at least 50% shares being held by the Government. Please leave the column blank if the customer is neither a Government or Quasi Government organisation.

- 5.2 The Ministry of Health shall treat all the information submitted under this schedule in strict confidence.
- 5.3 The Ministry of Health reserves the right to contact the references for tender assessment purposes.

SCHEDULE F

PENGAKUAN PENENDER TENDERER'S DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk Tawaran <i>Tender Title</i>	
Kementerian / Jabatan <i>Ministry / Department</i>	

Saya/Kami, (Isikan nama setiap pemilik syarikat/pemegang saham di bawah)
I/We (Fill in all the proprietor/shareholders' name below)

Bil. No.	Nama Name	Numor Kad Pengenalan Brunei / Passpot Antarabangsa <i>Brunei Identity Card / International Passport Number</i>	Warna Colour	Tandatangan Signature
1				
2				
3				
4				
5				

Beralamat / *Address*

Membuat PENGAKUAN seperti berikut / *make the following DECLARATION :*

- 1 Saya / Kami yang bernama diatas,
I/We as the name stated above,
'adalah pemilik berdaftar sebuah Firma yang bernama
A registered proprietor of

(Isikan nama firma / *fill in the firm's name*)
Dengan alamat perniagaan di,
With its place of business at

(atau / or)

ⁱⁱadalah pemegang saham dalam sebuah Syarikat yang bernama
A shareholder in a Company,

Dengan alamat berdaftar di / *having its registered address at*

Yang telah menghadapkan Tawaran untuk projek yang disebutkan di atas;
Which has submitted a Tender Proposal in the above mentioned project;

1. ⁱⁱⁱSaya / Kami **tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain;**
(sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).
I/We do not own any other firm(s) / Company(ies); (see notes 3 and 4 below and delete where appropriate).
2. ^{iv}Saya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat)** yang dinyatakan dalam Lampiran I
I/We also the proprietor / shareholder in the list of firm(s) / Company(ies) described at Annex 1.

DAN saya/ kami selanjutnya membuat **PENGAKUAN** bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma)/Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.
AND I/We further DECLARE that to the best of my/our knowledge, none of my./our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.

3. Saya/Kami juga membuat **PENGAKUAN** selanjutnya :
I/We also hereby DECLARE:
 - a. Bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;
that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/Company(ies) have submitted a Tender Proposal for the above mentioned project; and
 - b. Bahawa saya/kami tidak berpakat sulit dengan Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) atau dengan sesiapa dalam menghadapkan Tawaran untuk projek yang disebutkan di atas;
that I/We have not colluded with any other firm(s)/Company(ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project.
4. Saya/kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, kami akan melakukan kesalahan yang boleh didakwa dibawah Kanun Hukuman Jenayah Bab 182 yang disertakan di LAMPIRAN I.
I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the PenalCode. I/We also aware of Section 182 of the Penal Code reproduced below in Annex 1.

5. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.

I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.

6. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri dan sebagai wakil saya/kami untuk mengikatkan saya/kami dan Penender kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan ini.

I/We hereby authorize _____ to sign this Tenderer's Declaration on my/our behalf and also on behalf of the Tenderer to bind ourselves and the Tenderer to the matters set out in this declaration.

Pada hari ini _____ haribulan _____, 20.

Dated this day _____ of _____, 20

(Nama dan Tandatangan)

(Name and Signature)

^v(Pemilik Syarikat / CEO / Pengarah)

(The Owner of Co / CEO / Director)

(Cop Syarikat)

(Company Stamp)

ⁱMasukkan disini jika orang yang membuat pengakuan adalah milik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan.

Fill in here if an Owner of a Business Name

ⁱⁱMasukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn. Bhd)

Fill in here if a shareholder in a Company (Sdn. Bhd)

ⁱⁱⁱPotong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain.

If you DO NOT own other firms/Companies, please delete paragraph 3.

^{iv}Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain.

If you the Owner or Shareholder of other firms/Companies, please delete paragraph 2.

^vHendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

Must be signed by the Owner of Co or CEO or Director.

Pengakuan Penender

Tenderer's Declaration

LAMPIRAN 1
ANNEX 1

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemilikinya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Firm(s) which I/We the proprietor of :

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Syarikat (Syarikat-Syarikat Sendirian Berhad) yang saya/kami menjadi pemilikinya seperti berikut :

Pursuant to paragrah 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of :

No	Nama / Name	Syarikat / Company
1		
2		
3		
4		
5		
6		
7		
8		

Bab 182 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)
Sections 182 of the Penal Code (Cap 22 of the Laws of Brunei)

182. Barang siapa memberi kepada seseorang pegawai awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan pegawai awam tersebut :-

Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant :-

(a) Melakukan atau meninggalkan apa-apa perkara yang pegawai awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau

To do or omit anything which such public servant ought not do or omit if the true state of facts respecting which such information is given were known by him; or

(b) Menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.

To use the lawful power of such public officer to the injury or annoyance of any person.

Akan menerima hukuman penjara sehingga 6 bulan atau didenda sebanyak \$4,000.00 atau dengan keduanya.

Shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both.

LISTS OF COMPANY AND OWNERSHIP

NO	COMPANY NAME	OWNERSHIP	I.C NO & ADDRESS

AGREEMENT

Between

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG
DI-PERTUAN OF BRUNEI DARUSSALAM
represented by Ministry of Health,
Brunei Darussalam**

And

[]

For

**ONE YEAR TERM CONTRACT FOR COMPREHENSIVE
MAINTENANCE AND REPAIR OF GENERATOR SET IN
NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND
VIROLOGY SERVICES.**

(Agreement Ref: _____)

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THIS AGREEMENT is made on the

2023

BETWEEN

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-
PERTUAN OF BRUNEI DARUSSALAM** represented by Ministry of Health,

Bandar Seri Begawan, Brunei Darussalam
(hereinafter referred to as the "Government")

AND

[_____] (hereinafter referred to as the
"Contractor").

WHEREAS the Contractor has agreed to maintain the Government's Equipment
(as described and specified hereunder) upon the terms and conditions hereinafter
contained.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement unless inconsistent with the context or otherwise
specified, the following definitions shall apply:

1.1.1 "Agreement" means this Agreement and the **Schedules I to
III** and **Summary of Prices** attached hereto (as may be
amended, modified, varied and/or supplemented thereto
from time to time) and includes any document which by
reference in the Schedules or this Agreement or which the
parties hereto have agreed in writing to be an Schedule to
be annexed hereto and be incorporated into this Agreement
and includes any amendment, modifications and/or
supplements thereto made from time to time;

1.1.2 "Down Time" means the period starting from the Contractor's
receipt of notice from the Government requiring the
Contractor to deliver or provide Maintenance Services until
the rectification of the Equipment to its normal working order;

1.1.3 "Effective Date" means the date of signature of this
Agreement by the parties;

- 1.1.4 "Equipment" means the sterilizing equipment and associated installation as described and specified in **Schedule I**;
- 1.1.5 "Maintenance Services" means Preventive Maintenance Services and Corrective Maintenance Services to be provided by Contractor on the Equipment under this Agreement;
- 1.1.6 "MOH" means the Ministry of Health, Brunei Darussalam;
- 1.1.7 "Response Time " means the period starting from the Contractor's receipt of a notice from the Government requiring the Contractor to provide Maintenance Services to the arrival or commencement of Maintenance Services at the Site;
- 1.1.8 "Site" means the location in which the Equipment are installed and in use as specified in **Schedule I**;
- 1.1.9 "Superintending Officer" means the officer appointed by MOH to supervise and liaise with the Contractor for the purpose of this Agreement.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.
- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.

- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. DURATION OF AGREEMENT AND CONTRACTOR'S UNDERTAKING

- 2.1 This Agreement shall commence on the contractor's undertaking (Effective Date) and subject to **Clause 18** shall remain in force thereafter for a period of **ONE (1) YEAR**, this Agreement may, at the option of the Government, be renewed for such period and on such terms and conditions as may be expressly agreed to between the parties in writing
- 2.2 In consideration of the payment by the Government of the Maintenance Charges in accordance with the provisions of **Clause 3**, the Contractor undertakes to provide Maintenance Services for the Equipment upon the terms and conditions of this Agreement.

3. MAINTENANCE CHARGES

- 3.1 In consideration of Maintenance Services carried out by the Contractor under this Agreement, the Government shall pay to the Contractor the charges respectively set against each Equipment specified in **Schedule I** (hereinafter referred to as the "Maintenance Charges").
- 3.2 The Maintenance Charges shall be firm and fixed throughout the duration of this Agreement and shall be deemed to include:
 - 3.2.1 the cost of providing Maintenance Services;
 - 3.2.2 all travel, accommodation and subsistence expenses for the Contractor's employees (including the cost of time spent traveling) that may be incurred in the course of the provision of Maintenance Services;
 - 3.2.3 all labour, replacement parts, spare parts, tools, consumables (such as grease, oil, distilled water and cleaning materials), software and equipment used by the Contractor to carry out Maintenance Services.

3.3 The Maintenance Charges shall be levied by the Contractor every month in arrears provided that if the Contractor fails to carry out any Maintenance Services required to be carried out before the date appointed for payment of any charge under this Agreement to be carried out the Government may (without prejudice to its ordinary rights in respect of such failure) give notice to the Contractor of its intention not to pay such charge until such services shall have been duly carried out and upon doing so may withhold payment accordingly.

3.4 The Contractor shall submit all invoices (in 3 copies) of the previous month **not later than the end of the first week of the following month** to:

[Insert name/designation/address]

3.5 Each invoice must state therein the Agreement Reference Number and title and a detailed statement (which must be verified and endorsed by the Superintending Officer) of the charges and the services rendered. It must also be supported by the relevant Maintenance Services Reports and all other documents required by the Superintending Officer.

3.6 The Government shall be entitled by written notice to the Contractor remove any of the Equipment specified in **Schedule I** from the scope of this Agreement or add any equipment to the list in **Schedule I**.

3.7 The Contractor shall upon receiving such a notice from the Government for the addition of further equipment as soon as practicable inspect such equipment and submit a quotation for extending to the same the Maintenance Services provided under this Agreement as from the date stated in the Government's notice and upon such quotation being accepted in writing by the Government such equipment shall be deemed to be included in **Schedule I** and the extra maintenance charges agreed shall be deemed to be added to that mentioned in this **Clause 4** as from such date.

3.8 Where the Government has given notice to the Contractor for the removal of any equipment from the list in **Schedule I** in accordance with Clause 3.6, the said equipment shall be deemed to be deleted from **Schedule I** as of the date of the notice and the

Maintenance Charges payable under this **Clause 4** shall be reduced by the amount attributable to such removed lift or dumbwaiter.

4. MAINTENANCE SERVICES

Preventive Maintenance Services

- 4.1 The Contractor shall make visits at the Site and provide Preventive Maintenance Services as specified in **Schedule II** at the intervals specified therein in order to keep the Equipment in good working order. Preventive Maintenance Services shall include the repair of any defect in or malfunction of the Equipment which is discovered by the Contractor during the course of routine maintenance checks or is reported to the Contractor by the Superintending Officer from time to time.
- 4.2 Preventive Maintenance Services shall be carried out at such times during Normal Working Hours (as defined in **Clause 4.4**) as may be agreed in advance between the Contractor and the Superintending Officer. Preventive Maintenance shall be planned and carried out so as to cause minimum inconvenience and disruption to the operation of the Equipment.

Corrective Maintenance Services

- 4.3 Upon receipt of a notification from the Superintending Officer that the Equipment or any part thereof has failed to perform in accordance with the Equipment's accompanying specification/manual, the Contractor shall arrive at the Site within the Response Time specified in **Clause 4.5**. The Contractor shall make such repairs and adjustments to and replace such parts of the Equipment ("Corrective Maintenance") as may be necessary to restore the Equipment to operation in accordance with the Equipment's accompanying specification/manual within the Down Time specified in **Clause 4.6**. Corrective Maintenance shall be performed **AT ANY TIME (inclusive of public holidays)** upon notification by the Superintending Officer or his representative.

Normal Working Hours

- 4.4 Normal Working Hours for the purposes of Preventive Maintenance Services in respect of all the Equipment means:

4.4.1 the hours of 7.45am to 12.15pm and 1.30pm to 4.30pm on Monday to Thursday and on Saturday;

4.4.2 the hours of 8.00am to 2.00pm on Friday, Sunday & Public Holidays.

Response Time

4.5 The Contractor shall dispatch its service engineer to the site specified by the Superintending Officer:

after being notified in writing or telephone that the Equipment is inoperative.

Down Time

4.6 The Down Time of the Equipment during Preventive Maintenance Services, and/or Corrective Maintenance Services shall in all cases **not exceed twenty four (24) hours.**

Escalation Procedure

4.7 Where the Contractor is unable to rectify any defect or malfunction within two (2) hours of the Contractor's engineer or technician (as the case may be) arriving at the Site, the Contractor shall immediately notify the Superintending Officer giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and shall not by itself result in a waiver by the Government of any rights or remedies which the Government may be entitled.

Equipment Not Operational

4.8 In the event that a fault or defect is detected which requires the Equipment to be switched off immediately, whether for immediate repair or to prevent the fault or defect from developing into a dangerous condition or becoming more expensive to repair, the Contractor shall immediately inform the Superintending Officer of it. Where the fault or defect necessitates a major part in the Equipment to be repaired or replaced, the Contractor shall provide the Superintending Officer with an estimated repair or replacement time.

Maintenance Team

- 4.9 Each maintenance team assigned by the Contractor to provide Preventive Maintenance Services and/or Corrective Maintenance Services shall consist of at least two (2) suitably qualified and skilled engineers/technicians.

5. MAINTENANCE WORK SCHEDULES, SERVICE REPORTS AND LOGS

- 5.1 The Contractor shall prepare and submit to the Superintending Officer for his approval a quarterly work schedule covering Preventive Maintenance Services and major overhaul of the Equipment two (2) weeks in advance of the services/works to be performed.
- 5.2 The Contractor shall provide on-site, a maintenance-and-repair log for the Equipment. In the log shall be documented each incident of defect or malfunction; the date, time and duration of all work performed; quantities and parts and supplies used; and a description of the reason for the work done.
- 5.2 The Contractor shall also provide the Government with written reports of all Maintenance Services calls and actions carried out ("the Maintenance Services Reports") for the Equipment in the form prescribed by the Government. The Maintenance Service Reports shall include the following:
- 5.1.1 the Equipment's model/reference number;
 - 5.1.2 the job number;
 - 5.1.3 the date the job was completed;
 - 5.1.4 the time taken to complete the job (man hours effort) a description of action/procedure followed by a description of any materials used;
 - 5.1.5 date, time and total time the Equipment is made unavailable to the Government;
 - 5.1.6 the name and signature of the Contractor's engineer/technician responsible for carrying out the job;
 - 5.1.7 the name, signature and comments of the person requesting the Maintenance Service.

- 5.2 In the event that a scheduled Maintenance Services is cancelled or postponed, the Contractor shall provide the Superintending Officer the reason for such cancellation or postponement. The Government reserves the right to arrange alternative dates/times to perform the outstanding Maintenance Services or make deductions from the Maintenance Charges payable or from any invoice submitted by the Contractor.
- 5.3 The Contractor shall furnish the Government with the Maintenance Services Reports on a monthly basis.

6. CONTRACTOR'S TOOLS, ETC

- 6.1 All tools and/or equipment used by the Contractor to carry out its obligations under this Agreement shall not interfere with the normal operations of the Equipment.
- 6.2 The Contractor shall equip its engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services with adequate tool kits.

7. REPLACEMENT PARTS, SPARE PARTS, MATERIALS, ETC

- 7.1 The Contractor shall supply all replacement parts, spare parts and consumables necessary for the proper operation, preventive maintenance and breakdown repairs of the Equipment.
- 7.2 The Contractor shall ensure that these are genuine parts approved by the manufacturer/s, and where new parts or materials are to be used, approval from the Superintending Officer shall be sought in advance.
- 7.3 The Contractor shall keep all essential spare parts as set out in **Schedule III** in stock at all times during the term of this Agreement. The prices of these spare parts as set out in **Schedule III** shall remain firm and fixed during the term of this Agreement.
- 7.4 The Superintending Officer or his representative reserves the right to check the stock against **Schedule III** within three (3) months after the commencement of this Agreement and from time to time thereafter in order to assess the stock level.

8. **DISPATCH OF PARTS FOR OVERHAUL OR REPAIR**

8.1 The Contractor shall bear all costs incurred in the dispatch of the Equipment or any parts thereof for overhaul, repair or reprogramming, including the packing, carriage and insurance costs.

9. **HEALTH AND SAFETY MEASURES**

9.1 The Contractor shall give due importance to safety at all times.

9.2 The Contractor shall comply with and take all necessary measures to comply with all health and safety regulations and rules. The Contractor shall also comply with all orders and instructions given by the Superintending Officer from time to time relating to or in connection with the health and safety of persons in the vicinity of the Site and work in general.

9.3 The Contractor shall take all reasonable measures to prevent loss or damage by fire, to comply with existing fire regulations and instructions given by the Superintending Officer with regards to fire precautions and prevention.

9.4 The Contractor shall also ensure that all measures are taken to control the noise levels during its performance of Maintenance Services.

10. **ACCESS, SECURITY AND CLEANING UP**

10.1 The Government shall:

10.1.1 grant the Contractor such access to the Equipment as the Contractor shall from time to time reasonably require in order to perform Maintenance Services; and

10.1.2 make available to the Contractor all necessary documentation and/or other information to enable the Contractor to properly diagnose any fault in the Equipment.

10.2 Where Maintenance Services has to be carried in respect of Equipment located in a secure area, the Contractor shall provide to the Superintending Officer full details of all personnel and vehicles requiring access to the site, not less than seven (7) days before

access or entry is required. Details shall include the following particulars:

- 10.2.1 Name
- 10.2.2 Address
- 10.2.3 Identity card number/passport number
- 10.2.4 Gender
- 10.2.5 Citizenship
- 10.2.6 Expiry date of employment pass (for foreign workers)

10.3 Where security passes are issued to the Contractor's personnel, the Contractor shall be responsible for the proper use of such passes.

10.4 The Contractor shall ensure that all security passes are immediately returned to the authorities when the personnel issued with the pass is no longer assigned or tasked by the Contractor to perform Maintenance Services and upon the expiry or termination of this Agreement.

10.5 Following every performance of Maintenance Services, the Contractor shall at its own cost and expense, within a reasonable time, clear away and remove from the Site all surplus materials and rubbish and leave the Site in a clean and in workmanlike condition.

11. CONTRACTOR'S PERSONNEL AND MATERIALS

11.1 All work carried out under this Agreement shall be of the highest standard and carried out competent engineers/technicians and all materials and component parts supplied or used shall be new and shall conform with the current specifications applicable to such work and shall be obtained only from merchants or manufacturers of the highest repute.

11.2 The Contractor shall submit to the Superintending Officer a list of the names, addresses, qualifications, experiences of all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement and any other information required by the Superintending Officer from time to time in the format set out in **Schedule IV**. Any proposed further amendment of the said list by the Contractor shall be submitted in writing to the Superintending Officer within five (5) working days of such proposed amendment.

11.3 The Contractor hereby warrants that all engineers/technicians assigned or tasked by the Contractor to perform Maintenance

Services under this Agreement are properly trained and are in the employment of the Contractor on a full time basis.

11.4 In addition the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:

11.4.1 responding in person to any requests for Maintenance Services made by the Superintending Officer pursuant to this Agreement;

11.4.2 monitoring Response Time and Down Time;

11.4.3 identifying recurring problems and recommending replacements when necessary;

11.4.4 reviewing the status of all jobs with the Superintending Officer;

11.4.5 reviewing Maintenance Services Reports and Logs and the remedial actions to be taken.

11.5 The Government may require the Contractor to replace the Contractor Supervisor and any engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Maintenance Services or good personnel relations within the Government's organisation.

11.6 The Contractor shall ensure that the Contractor Supervisor and all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement:

11.7.1 comply with all relevant safety security and on-site regulations adopted and implemented from time to time by the Government for personnel working on the Government's premises;

11.7.2 possess the necessary employment pass (in the case of foreign workers);

11.7.3 are equipped with appropriate telecommunication device (e.g. a pager/mobile phone) so that he is easily contacted by the Superintending Officer; and

11.7.4 are neatly and properly attired in uniforms.

- 11.8 In the event that the Superintending Officer requires the Contractor to replace the Contractor Supervisor and any engineers/technicians pursuant to **Clause 13.5**, the Contractor shall do so accordingly within seven (7) days of receipt of the Superintending Officer's written request. Failure to do so on the part of Contractor shall entitle the Government to impose the following charges against the Contractor:

Engineer	\$100.00 for each day of non-compliance
Supervisor/Technician	\$75.00 for each day of non-compliance
Tradesman	\$50.00 for each day of non-compliance
Helper	\$25.00 for each day of non-compliance

- 11.9 To ensure the proper execution of the Maintenance Services, the Contractor shall provide an minimum number of personnel as follows:-

Location	Preventive Maintenance	Corrective Maintenance
NICL FOR NTRL AND VIROLOGY SERVICES	2 PERSONNEL	2 PERSONNEL

12. SPARE PARTS, REPLACEMENTS AND CONSUMABLES

- 12.1 For the continued use and operation of the Equipment by the Government, the Contractor shall at all times keep in stock and supply all necessary spare parts, replacement components and consumables required to maintain the Equipment in good working order, and no extra charge shall be made for keeping in stock and supply all such necessary spare parts, replacement components and consumables
- 12.2 All spare parts and replacement components supplied by the Contractor shall become part of the Equipment and any parts or components removed from the Equipment shall also become the

Government's property, unless otherwise agreed in writing between the parties.

- 12.3 The Contractor warrants to the Government that the spare parts and replacement components supplied and installed into the Equipment pursuant to this Agreement are genuine, new and free from defects in terms of workmanship and materials. If such defects are discovered within twelve (12) calendar months from the date such parts or components are installed into the Equipment, the Contractor hereby undertakes that it shall at no extra charge to the Government replace any defective parts or components.
- 12.4 All packing cases and materials used for the delivery of spare parts, replacement components and consumables supplied in accordance with this **Clause 12** to the Site shall be removed from the Site by the Contractor as soon as such spare parts, replacement parts or consumables have been unpacked and installed into the Equipments.
- 12.5 In the event that any spare part or replacement component for the Equipment is no longer in production due to the obsolescence of the Equipment, the Contractor shall
- 12.5.1 furnish an official letter from the manufacturer confirming that the spare part or replacement component in question is no longer in production; and
- 12.5.2 meet with the Superintending Officer on a date to be mutually agreed to discuss the steps to be taken.
- 12.6 The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the spare parts and replacement components supplied or provided by the Contractor under this Agreement infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party.

13. DELAYS AND LIQUIDATED DAMAGES

13.1 If the Contractor:

13.1.1 fails to perform Preventative Maintenance Services on any Equipment on the date specified in the Preventative Maintenance Services schedule in **Schedule II** or such revised date as agreed upon with the Superintending Officer; or

13.1.2 fails to complete the Corrective Maintenance Services within the Down Time specified in **Clause 4.5**; or

13.1.3 fails to response to any notification given under **Clause 4** within the Response Time specified in **Clause 4.6**,

the Contractor shall pay the Government as and by way of liquidated damages which shall be deducted by the Government from any Maintenance Charges due to or may become due to the Contractor under this Agreement for the costs the Government will incur as a result as follows:

13.1.4 for the failure or delay mentioned in **Clause 13.1.1**, for each affected Equipment, the sum of **One Hundred Dollars (B\$100.00)** for each day or part thereof of such failure or delay; and

13.1.5 for the failure or delay mentioned in **Clause 13.1.2**, for each affected Equipment, the sum of **Fifty Dollars (B\$50.00)** for each hour or part thereof of such failure or delay

13.1.6 for the failure or delay mentioned in **Clause 13.1.3**, for each of the affected Equipment, the sum of **One Hundred Brunei Dollars (B\$100.00)** for each hour or part thereof of such failure or delay.

13.2 The Contractor and the Government agree that these liquidated damages are reasonable in light of the harm that will be caused by such failure or delay and the difficulties of proof of loss and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

14. CONTRACTOR'S WARRANTIES

14.1 The Contractor warrants and undertakes to the Government that:

14.1.1 it is not aware at the date of this Agreement of anything within its reasonable control which might or shall adversely affect its ability to perform its obligations under this Agreement;

14.1.2 Maintenance Services will be performed by competent persons and will be carried out with all due care and skill and within the time(s) specified in this Agreement;

14.1.3 all spare parts installed into the Equipment are genuine, new, of merchantable quality and fit for its purpose; and

14.1.4 it has the technical and logistical capability to provide Maintenance Services.

14.2 The Contractor undertakes to use all reasonable endeavours to remedy free of charge to the Government any faulty work or defective goods arising from a breach of the warranty in **Clause 14.1**.

15. FORCE MAJEURE

15.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:

17.1.1 acts of God;

17.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and

17.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

15.2 Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be

suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.

- 15.3 If any Force Majeure event shall continue for a period exceeding **one (1) calendar month** the Government may at any time thereafter upon giving notice to the Contractor elect to terminate this Agreement.
- 15.4 In any Force Majeure event the Contractor or the Government shall for the duration of such event be relieved of any obligation under this Agreement including the payment of the charges for services as is affected by the event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event. Any monies or fees paid in advance by the Government for the period and the services so affected shall be pro-rated and refunded to the Government.
- 15.5 Where the Government elects to terminate this Agreement under this **Clause 15**, the Contractor shall forthwith refund to the Government all amounts paid to the Contractor less the price of goods and services which have been provided to the Government.
- 15.6 A statement in writing by a competent authoritative body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure event claimed by either party shall be accepted as conclusive evidence thereof.
- 15.7 For avoidance of doubt, a Force Majeure event does not include the following:
 - 15.7.1 the manufacturer of the spare parts for the Equipment has ceased production or manufacture of the spare parts;
 - 15.7.2 the supplier of the spare parts could not deliver the spare parts on time to the Contractor;
 - 15.7.3 prices of the spare parts as imposed by the supplier's principals (including the manufacturer and/or supplier/distributor of the spare parts) have increased.

16. TERMINATION

- 16.1 The Government may terminate this Agreement by giving at least **three (3) months** notice in writing to the Contractor without providing any reason.
- 16.2 The Government may forthwith on giving notice in writing to the Contractor terminate this Agreement if the Contractor, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or is subject to a court order having the same effect, or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or dies or if the Contractor (whether a company or not) entered into any composition or arrangements with its creditors or becomes insolvent or the Contractor ceases, or threatens to cease to carry on business.
- 16.3 The Government may forthwith terminate this Agreement where the Contractor has breached or failed to observe any term of this Agreement or generally failed to perform its obligations under this Agreement in the manner contemplated by this Agreement and has failed to remedy the failure or default within a period of **thirty (30) days** from the receipt of a notice in writing by the Government requiring the Contractor so to do.
- 16.4 On the termination of this Agreement, any monies or fees paid in advance by the Government shall, without affecting any remedy which the Government may have for any breach of this Agreement by the Contractor, be pro-rated and refunded to the Government.
- 16.5 Any termination of this Contract, however occasioned, shall not affect the accrued rights or liabilities of either party nor shall any remedy which any party have against the other for breach of this Agreement be affected.

17. CONFIDENTIALITY

- 17.1 The Contractor agrees and undertake to keep confidential all information, whether written or oral, relating to this Agreement and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the course of the discussions leading up to execution of this Agreement and/or performance of its obligations under this Agreement, save in so far as such information is already in the public domain.

- 17.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Contractor.
- 17.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times.
- 17.4 For avoidance of doubt, the provision of this **Clause 17** shall survive the termination or expiration of this Agreement.

18. GIFTS

- 18.1 The Government shall be entitled to terminate this Agreement and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Government or the like acts shall have been done by any person employed by the Contractor or acting on its behalf (with or without the knowledge of the Contractor), or if, in relation to this Agreement or any other agreement with the Government, the Contractor or any person employed by the Contractor or acting on its behalf shall have committed or abetted to commit an offence under the **Prevention of Corruption Act (Cap. 131)** or **section 161 to 165 or 213 to 215** of the **Penal Code (Cap. 22)**.

19. DAMAGE AND INJURY TO PERSONS AND PROPERTY

- 19.1 The Contractor shall:
- 19.1.1 indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim for any

personal injury or death cause by the negligent act or omissions of its employees, agents and sub-contractors in connection with the performance or its duties and obligations under this Agreement;

19.1.2 be responsible for and reinstate and make good to the satisfaction of the Government or make due compensation for any injury or damage to any property or right of the Government, being injury or damage arising out of or in connection with the performance of the Contractor's duties and obligations under this Agreement.

Provided always that the Contractor shall not be under any such liability if it is able to show that such injury or damage was neither caused nor contributed to by its negligence, omission or default, or breach of statutory duty or that of its servants, agents or sub-contractors, their servants or agents, nor by any circumstances within its or their control, and if it shows that the neglect or default of any other person (not being his servant, agent or sub-contractor, their servants and agents) was in part responsible for any personal injury or loss of property to which this clause applies, the Contractor's liability under this clause shall not extend to the share in the responsibility attributed to the neglect or default of the person.

20. INSURANCE

20.1 The Contractor shall maintain, and continue to maintain throughout the term of this Agreement, and at its own expense, comprehensive general liability, errors and omissions, workmen's compensation, public liability, property damage insurance.

20.2 As and when required by the Government, the Contractor shall produce for inspection satisfactory documentary evidence that the insurances referred to in **Clause 20.1** are being properly maintained and confirm that payment has been made in respect of the last preceding premium under them.

21. RESOLUTION OF DISPUTE

21.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.

21.2 If the parties are unable to amicably resolve any dispute within thirty (30) days from the date when such dispute arose, either party

shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the Arbitration Act (Chapter 173).

- 21.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Act (Chapter 173). The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 21.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 21.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

22. NOTICES

- 22.1 Any notice given by one party to the other pursuant to this Agreement shall be in writing and shall be sent by registered mail or facsimile to the address and number as specified below:

To the Government:

Fax:

To the Contractor:

Fax:

- 22.2 Any notice or document shall be deemed to be duly served:
- 22.2.1 If delivered by hand, at the time of delivery;
- 22.2.2 If posted, at 10.00 am on the seventh working day after postings;
- 22.2.3 If sent by facsimile transmission, at the time of successful transmission; and

22.3 A notice shall be deemed to be effective from the time of service or on the notice's effective date, whichever is the later.

23. GOVERNMENT'S RIGHTS

23.1 Any express statement of a right or remedy of the Government under this Agreement shall be without prejudice and in addition to any other right or remedy of the Government, including a right to damages and/or equitable remedies, as stated under this Agreement or arising at law.

24. TAXES AND DUTIES

24.1 The Contractor shall be entirely liable and responsible for all taxes, duties, and/or other levies imposed or payable for or in respect of this Agreement or in connection with any transaction(s) forming the subject matter of this Agreement, whether occurring or imposed within or outside Brunei Darussalam.

25. ENTIRE AGREEMENT

25.1 This Agreement (together with its schedules) constitutes the whole agreement between the parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereof.

26. AMENDMENTS AND VARIATIONS

26.1 No amendment or variation to this Agreement shall be effective unless in writing and signed by both parties and/or their duly authorised representatives.

27. ASSIGNMENT AND SUB-CONTRACT

27.1 The Contractor shall not, without the prior written consent of the Government, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right to assign, either absolutely or by way of charge, any monies due or to become due to it, or which may become payable to it under this Agreement.

27.2 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement. If requested by the Government, the Contractor shall promptly provide the Government with copies of any sub-contracts.

28. SEVERABILITY

28.1 In the event that any term or provision or part of a term or provision of this Agreement shall be held or determined invalid, unlawful or otherwise unenforceable, to any extent, such term or provision or part of a term or provision shall be deemed severed from the remaining terms and provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

29. WAIVER

29.1 No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach of any provision hereof shall be deemed to be waiver of any subsequent breach of that or any other provision hereof.

30. NO PARTNERSHIP

30.1 Nothing in this Agreement shall create, or be deemed to create a partnership between the parties.

31. GOVERNING LAW

31.1 This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.

SCHEDULE I

LIST OF EQUIPMENT AND SITE LOCATION

(to be inserted by MOH)

SCHEDULE II

PLANT PRVENTIVE MAINTENANCE SCHEDULE

(to be inserted by MOH)

SCHEDULE III

SCHEDULE OF RATES

(to be inserted by MOH)

SCHEDULE IV

LIST OF PERSONNEL

- A. The Tenderer shall state the number of locally/overseas (Singapore, Malaysia, Philippines, etc.) based technical services personnel trained to maintain the equipment tendered by completing the table below.
- B. The Tenderer shall also include telephone/mobile phone numbers which shall be used for reporting faults as specified in this Invitation To Tender, including mobile phone numbers for the Supervisor.
- C. The Contractor shall submit resumes or CVs of each personnel listed below. Failure to do so will render the Tender as "non-compliant" and possible rejection by the Government.

Name of Trained Technical Personnel	Local Or Overseas	*Telephone/Mobile and/or Pager No.	Years of Experience

FOREMAN/ SUPERVISOR

Name:

Brunei I/C No & Colour:

Date of Issue:

Valid until:

Qualification:

Experience:

SCHEDULE II

PLANT PREVENTIVE MAINTENANCE SCHEDULE

SCHEDULE II : FREQUENCY

1.0 General

The maintenance schedule under this contract has been classified generally into four (4) categories as follows:

- a) Monthly Maintenance (class A task)
- b) Quarterly Maintenance (class B task)
- c) Every 6 Month Maintenance (class C task)
- d) Yearly Maintenance (class D task)

2.0 Plant Room

The plant room shall be maintained in a clean and tidy at all the times (inclusive of the external valve chambers) and no waste or scrap materials are to be allowed to accumulate. No items will be stored in any plant room unless specifically required for a task within said plant room. Plant rooms are to be locked after each visit.

3.0 Stand-by Plant

Where stand-by unit is installed, the unit shall be changed over each month in order that the stand by unit becomes the duty unit and its operating performance can be checked. This will also ensure that all plant items are subjected to equal working times.

4.0 Service Report

Service reports shall be submitted to the S.O. within two working days at a service being carried out. The service report is to show full detail of the service and is to state the exact condition of the machine inspected. Any defects found during the inspection are to be clearly described on the service report.

5.0 Maintenance Schedule List

The list of maintenance schedule is outlined in schedule of equipment. The contractor shall adhere closely to the procedures for the scheduled maintenance in the systems. The list is by no means exhaustive and has intended to serve as an essential guide and the contractor shall have engaged competent specialists familiar with the nature of works and prepare such procedures and maintenance programs wherever necessary for the proper execution of the works. These procedures and maintenance programs are to be properly formulated and prepared for the engineer's comments and approval within fourteen (14) days upon award of the total maintenance service contract.

6.0 Stand By Generator & Mechanical System

The procedures compiled below are intended only as a guide and cover only the MAJOR equipment used in the system. All related system components which are not listed below should be maintained.

7.0 Engine, Radiator and Alternator.

The maintenance schedule shall be in accordance to the manufacturer's recommendations.

Cooling and Air Intake

- a) To be checked for any water leak, hose and any connection at the cooling system.
- b) To be checked air intake and air cleaner, when necessary change air cleaner element.

V-Belt Drive

- a) To be checked for the correct tension and signs of wear.
- b) Tension to be adjusted where necessary

NOTE: Do not tighten V-Belts. As a guide V-belt tension should be 19mm to 32mm deflection. If in doubt, please refer to manufacturer's guidelines.

- c) Worn belts to be reported.

Pulley

- a) To be checked for the secure fixing and if found loose to be tightened.
Misalignment of pulley is indicated by excessive wear on one side of the drive belts.
- b) Alignment of pulleys to be checked and adjusted as necessary. Using either a straight edge or string line.

NOTE: After adjustment, re-check tension of V-Belts.

Motor and Fan Bearings

- a) To be checked for wear, noise and lubrication. For instance, the average life of the maintenance free bearings of lithium base grease used in the Daikin Modlair Air Handling Unit has a 20,000 hours average life.
- b) Lubricate bearing if dry.

NOTE: Do not over lubricate. Failed bearings that are over lubricated will be replaced at the contractor's expense.

- c) Noise / wear to be investigated and reported. If found to be severe, unit should be left switched off and reported immediately.
- d) Shaft couplings if fitted to be checked for wear and secure fitting.

Fans and Fan Housing

- a) Fan blades to be inspected for any signs of damage, looseness and reported if found.
- b) To be checked for secure fitting.

Electrical Connection

- a) To be checked for damage or looseness, repair or tightened as required. Record readings of motors running content.
- b) Clean any dust build-up on fan motor.

Condense

- a) Trays, pans and drain lines to be cleaned as necessary.
- b) Check for water leaks, damage to pan, drain line and repair or report.

Insulation

- a) Internal and external to be checked for damage and looseness. Fix back or report

Panels

- a) To be checked for secure fixing.
- b) Replace any missing screws.
- c) Check panel seals and report if leaking.

Damages or Corrosion

- a) Check wire brush and repaint damaged are with red oxide paint / cold galvanizing and other with two (2) layer of finishing coats. Report any damage.

Cleanliness

- a) Keep plant room and the external surface of the equipment clean and tidy.

8.0 Monthly Maintenance (Class A tasks)

- a) All items listed under monthly Maintenance (Class A Tasks and Schedule in Appendix I).

9.0 Quarterly Maintenance (Class B Tasks)

- a) All items listed under Quarterly Maintenance. (Class A Tasks and Schedule in Appendix 1 & II)

10.0 6 Month Maintenance (Class C Tasks)

- a) All items listed under monthly and quarterly Maintenance (Class A & B Tasks and Schedule in Appendix I & II).
- b) Change all V-belts.
- c) Dry base of unit and paint internally with anti-rust paint or coating as per manufacturer's guidelines.

Electrical Panel

- a) Random check of electrical connection for damage and security retighten as necessary or report.
- b) Check control operation.
- c) Check for noisy contactors
- d) Check timer and change over relays and overloads and record settings.
- e) General cleaning of electrical panel.
- f) Electrical connections to be checked for damaged and looseness. Repair or tighten as required. Record motor running amps.

11.0 Yearly Maintenance (Class D Tasks)

- a) All items listed under weekly and monthly Maintenance (Class A, B, C and Tasks and Schedule in Appendix I & II).
- b) Motor. Clean vents as necessary.
- c) Electrical Connections. To be checked for damaged and looseness. Repair or tighten as required. Record motor running amps.

MAINTENANCE SERVICING CHECK LIST

Client Department : _____ Engine Model : _____
 Location : _____ Alternator Model : _____
 Quarterly Servicing No. : _____ Date : _____

S/N	ENGINE	REMARKS
1	Checks engine oil level. Top up if engine oil is low	
2	Check lube oil filter	
3	Check fuel oil filter	
4	Check tension of V-belt. Adjust if necessary	
5	Check condition of V-belt. Replace if damage or worn out.	
6	Check air filter. Change or clean if necessary.	
7	Check leakage for fuel pipes to engine. Tighten if necessary.	
8	Check fuel pump.	
9	Check lube oil cooling pipers. Tighten if necessary.	
10	Check water temperature switch. Replace if damage.	
11	Check lube oil pressure switch. Replace if damage.	
12	Check starter motor connection. Tighten if necessary.	

S/N	RADIATOR	REMARKS
1	Check radiator water level. Top up if level is low.	
2	Check radiator leakage.	
3	Check cooling water pipes connected to engine. Tighten if necessary	
4	Check tension of V-belt. Adjust if necessary	

S/N	ALTERNATOR	REMARKS
1	Check alternator to engine flywheel housing securing bolts. Tighten if necessary.	
2	Check alternator guard. Tighten if necessary.	
3	Check inside of alternator if necessary.	
4	Check connection on terminal box of alternator. Tighten if necessary.	

S/N	SKIDBASE	REMARKS
1	Check engine holding down bolts. Tighten if necessary.	
2	Check alternator holding down bolts. Tighten if necessary.	
3	Check radiator holding down bolts. Tighten if necessary.	
4	Check spring isolator mounting bolts. Tighten if necessary.	

S/N	BATTERY	REMARKS
1	Check battery condition	
2	Check battery water level. Top up if water level is low.	
3	Check battery terminal connection.	
4	Clean and grease battery terminal.	

S/N	DAILY FUEL TANK	REMARKS
1	Ensure all valves are open	
2	Check for leakage	
3	Check fuel oil capacity. Top up if fuel level is low.	

S/N	AMF PANEL	REMARKS
1	Press lamp test button, check for bulb blow. Replace if necessary	
2	Check damage or crack on all indicating meter. Replace if necessary.	
3	Check all wiring connection. Tighten if loose.	
4	Check all fuses. Replace if necessary.	
5	Check inside of AMP panel. Clean if necessary.	
6	Check battery charger condition.	

S/N	START UP CHECK (AMF PANEL)	REMARKS
1	Ensure selector switch is at 'manual' and breaker is at 'Off' mode and 'Start' the gen-set	
2	Check all meters for functionality.	
3	Check battery charger for malfunction.	
4	Test protective device for high water temperature trip.	
5	Test protective device for low lube water temperature trip.	
6	Test protective device for over speed trip.	
7	Test protective device fail to start.	

S/N	START UP CHECK (GENERATOR SET)	REMARKS
1	Check for lube oil leakage.	
2	Check for water leakage.	
3	Check for fuel leakage.	
4	Check for abnormal running sound from turbo-charger.	
5	Check for excessive vibration.	
6	Check for governor linkage.	
7	Check AVR voltage stability.	
8	Check for dark exhaust smoke if any.	
9	Continue gen-set running for 15 minutes.	

S/N	STANDBY CHECK (AMF PANEL)	REMARKS
1	Ensure selector switch is at 'Auto' and breaker is at 'On' mode.	

Contractor / Company Name

Confirm and Accepted by

.....
Service Engineer / Technical

.....
Client Department Representative

Print Name :

SPECIFICATION FOR PAINTING**1. WORKMEN**

- 1.1 None other than skilled workmen are to be employed, except apprentices and labourers. A properly qualified foreman is to be constantly on the job whilst the work is proceeding.

2. SCAFFOLDING

- 2.1 All the necessary scaffolding, tools and appliances and everything else required for the execution of the work are to be supplied by the contractor.

3. FITTINGS

- 3.1 All metal fittings as directed by the MWSS are to be removed before the preparation processes are commenced, cleaned and re-fixed in position on completion to the satisfaction of the ESTATE MAINTENANCE SECTION.

4. DUST SHEET

- 4.1 Clean dustsheets are to be provided for the adequate protection of floors, fixtures and surfaces not to be painted.

5. MATERIALS

- 5.1 All paints described in this specification are to be the products of **Imperial Chemical Industrials (ICI)** or equal and approved manufacture.

6. MIXING

- 6.1 All paints shall be thoroughly mixed before use, unless there is a specific instruction to the contrary by the manufacture on the container, e.g. "do not stir".

7. THINNING

- 7.1 Paints shall not be thinned without specific approval, but when necessary, thinning shall be carried out with the type of thinner and in the proportions recommended by the manufacturers of the paint.

8. COLOURS

- 8.1 All colours and finishes are to be selected or approved by the ESTATE MAINTENANCE SECTION. No consecutive coats of paint are to be of the same shade except in the case of white. Where doubt exists appropriate alternative shades should be ascertained from the manufacturer.

9. PREPARATION

- 9.1 Generally. All loose and flaking paint shall be removed by means of an approved chemical paint remover, scraping or wire brushing as approved by the ESTATE MAINTENANCE SECTION.

- 9.2 Metal work. All sound paints shall be cleaned with white spirit if greasy or detergent and water if dirty. Corroded areas shall be cleaned to bare metal by wire brushing and / or abrasion and cleaned with white spirit followed as quickly as is feasible by the specified primer. The first protective coat shall be applied as soon as the primer is hard dry not withstanding paragraph 11 below.
- 9.3 Cement render and screeds. Loose and defective paint, efflorescence, fungi, lichen and moss shall be removed by wire brushing. All loose, weak and defective and screed shall be hacked off and replaced by similar or suitable material approved by the ESTATE MAINTENANCE SECTION. Large cracks shall be cut out with edges undercut and filled with the same, fine cracks shall be filled using an approved proprietary exterior quality filler. All repaired work shall be allowed at least **two weeks** to dry prior to the application of emulsion paint and **one month** before application of oil or epoxy paint.
- 9.4 Additional specific preparation processes shall be carried out as detailed in the painting schedule.

10. APPLICATION

- 10.1 All materials are to be applied in accordance with the manufactures instructions and normal good practice. Surfaces must be free from condensation and dusted or wiped with a tack rag to ensure freedom from dust or dirt.

11. INSPECTION

- 11.1 Painting shall not be started until the preparatory work has been completed to the satisfaction of the EMS. No subsequent coat shall be applied until the previous coat has harden and been similarly approved except insofar as is necessary to comply with manufacturers specific recommendation as to the correct interval between coats. No paint shall be applied to a material having excessive moisture content.

12. PRIMED SURFACES

- 12.1 Exposed primed or undercoated surfaces shall not be allowed to deteriorate before final coating.

13. CLEARING UP

- 13.1 All spills and spots of paint shall be completely removed from unpainted surfaces. All rubbish shall be cleared frequently. All glass shall be cleaned and overlapped paint brought to a clean straight edge. The contractor shall make good at his own expenses any damage to the structure, glass, decoration equipment or fittings resulting from his operations, and shall leave the premises and equipment and fittings clean and fit for operation.

PAINTING SCHEDULE

<u>SURFACE</u>	<u>PREPARATION</u> <u>(See Legend)</u>	<u>PRIMER</u>	<u>UNDERCOAT</u>	FINISHING COATS
Metal	1	Dulux grey Green chromate Metal primer	Dulux speed undercoat	2 x dulux gloss
Galvanised metal	1 & 2	Dulux green Green chromate Metal primer	Dulux speed undercoat	2 x dulux gloss
Rendered walls	3	Dulux alkali Resistant wall Primer sealer	Dulux speed undercoat	2 x ICI Pentalite emulsion paint
Concrete screeds	3	Million no. 1A Concrete Primer	Retan no. 2000 undercoat	1 x Retan no. 2000 enamel

Legend

1. See paragraphs 9.1 and 9.2 of specifications.
2. 1 coat of ICI long life etch primer before application of grey green chromate metal primer.
3. See paragraphs 9.1 and 9.3 of specification.

SCHEDULE III

SCHEDULE OF RATES

Notes for Completion of the Schedule of Rates

1. The attached schedule is to be fully completed by the tenderer. Any omissions may render the tender inadmissible.
2. the prices offered by the tenderer in the schedule of rates for supply and fix items are to be fully inclusive at all costs to carry out each item as detailed, i.e. transportation, de-mounting of unserviceable items, purchase of spares, installation etc. no additional claims for costs however incurred, by the Tenderer in respect of Schedule of rates prices will be accepted.
3. The prices offered by the tenderer in the schedule of Rates of monthly. Quarterly and yearly maintenance to be fully inclusive of all cost necessary to carry out the maintenance and servicing of the complete equipment/ system detail as per Appendices inclusive of all the associated components and accessories of the equipment / system which may not be tabulated out as such in the Appendices.
4. Any additional schedule of rate will be agreed between the S.O. and the contractor.
5. The labour rates quoted for non-schedule item are to be fully inclusive of transportation costs, profit, etc.
6. The supply of spare parts not included in the schedule of rates will be priced. By the Tenderer at cost of supply to the Tenderer plus a percentage, as quoted, to cover all overheads, profit, etc

SCHEDULE OF RATES

The price for the spare parts listed below for various equipment shall be inclusive of all labour, taxes duties, freight and consumable etc and shall remain in force for the entire duration of the maintenance contract.

Capacity Range 800KVA

SOR No.	Description	Qty	Rate	Amount
	SPARE PARTS AND ASSOCIATED EQUIPMENT			
1	OIL FILTER. (any type, make or size)	1 no.		
2	FUEL FILTER. (any type, make or size)	1 no.		
3	AIR FILTER. (any type, make or size)	1 no.		
4	INJECTOR COUP. (any type, make or size)	1 no.		
5	FAN BELT. (any type, make or size)	1 no.		
6	ALTERNATOR BELT. (any type, make or size)	1 no.		
7	24V DC RELAY. (any type, make or size)	1 no.		
8	240V DC RELAY. (any type, make or size)	1 no.		
9	DC RELAY TIMER (0-30secs). (any type, make or size)	1 no.		
10	DC RELAY TIMER (0-15secs). (any type, make or size)	1 no.		
11	DC RELAY TIMER (0-10secs). (any type, make or size)	1 no.		
12	STARTER SOLENOID. (any type, make or size)	1 no.		
13	ENGINE GOVERNOR (controller). (any type, make or size)	1 no.		
14	315A CHANGE OVER CONTACTOR. (any type, make or size)	1 no.		
15	AUTOMATIC VOLTAGE REGULATOR. (any type, make or size)	1 no.		
16	STARTER MOTOR. (equivalent type, make or size)	1 no.		
17	FUEL SOLENOID VALVE. (equivalent type, make or size)	1 no.		
18	GASKET ROOKER COVER. (equivalent type, make or size)	1 no.		
19	THERMOSTAT. (equivalent type, make. similar size)	1 no.		
20	OIL PRESSURE SWITCH. (equivalent type, make or size)	1 no.		
21	RADIATOR WATER COOLANT (price per litre)	1 Litre		
22	i) TURBO CHARGER	1 no.		
	ii) 12V DC CHARGER	1 no.		
23	HIGH TEMP WATER HOSE (price per meter)	1M		
24	COMPLETE WATER PUMP UNIT	1 Set		
25	AVR CARD	1 no.		
26	LEAD ACID BATTERIES			
	i) N200	1 no.		
	ii) N150	1 no.		
27	DISTILLED WATER (price per Litre)	1 Litre		
28	NEON INDICATION LAMP C/W COVER AND BULB (any type, make or similar size)	1 no.		
29	1200 AMP 4P MCCB	1 No.		
	CARRIED FORWARD			

SCHEDULE OF RATES

SPARE-PARTS

To supply, delivery, installation, repair, Overhaul and commissioning of the following Generator Set :-

SOR No.	Description	Qty	Rate	Amount
30	PUSH BUTTON (equivalent type, make or similar size) i) Start / Stop Button ii) Fault / Alarm Reset Button iii) Lamp Test Button	1 no. 1 no. 1 no.		
31	SWITCHES (equivalent type, make or similar size and range) i) Selector Switch ii) Automatic transfer Switch c/w manual bypass	1 no. 1 no.		
32	METERS (equivalent type, make or similar size and range) i) Ammeter ii) Voltmeter	1 no. 1 no.		
33	FUSES (equivalent type, make or similar rating)	1 no.		
34	To carry out Top Overhaul (Comprehensive) including to disconnect and removal an existing defective parts and fix new spare parts and reconnection, testing and commissioning system and associated equipment and e.t.c			
a	Capacity Range 800KVA	1 set		
CARRIED FORWARD				

SCHEDULE OF RATES

SPARE-PARTS

To supply, delivery, installation, repair, Overhaul and commissioning of the following Generator Set :-

SOR No.	Description	Qty	Rate	Amount
35	To carry out General Overhaul (Comprehensive) including to disconnect and removal an existing defective parts and fix new spare parts and reconnection, testing and commissioning system and associated equipment and e.t.c			
a	Capacity Range 800KVA	1 set		
CARRIED FORWARD				

SCHEDULE OF RATES

SPARE-PARTS

To supply, delivery, installation, repair, Overhaul and commissioning of the following Generator Set :-

SOR No.	Description	Qty	Rate	Amount
	<u>CONSUMABLE ITEM</u>			
36	To supply and Top up DIESEL FUEL (approved type) Price per litre [1 gallon (UK) = 4.5 litres]			
i	1 drum / 159 Litres	1 Litre		
ii	200 gallons / 900 Litres	1 Litre		
iii	100 gallons / 450 Litres	1 Litre		
iv	50 gallons / 225 Litres	1 Litre		
37	Top up LUBRICATION OIL. Price per litre (approved type)			
i	60 gallons / 270 Litres	1 Litre		
ii	30 gallons / 135 Litres	1 Litre		
iii	10 gallons / 45 Litres	1 Litre		
iv	5 gallons / 22.5 Litres	1 Litre		
38	Thoroughly flush the system and replace with new lubrication oil. Price per litre.			
i	60 gallons / 270 Litres	1 Litre		
ii	30 gallons / 135 Litres	1 Litre		
iii	10 gallons / 45 Litres	1 Litre		
iv	5 gallons / 22.5 Litres	1 Litre		
39	Contractor to dispute the use of water oil to the wasted area designated by S.O.	1 Lot		
CARRIED FORWARD				

SCHEDULE OF RATES

The price for the spare parts listed below for various equipment shall be inclusive of all labour, taxes duties, freight and consumable etc and shall remain in force for the entire duration of the maintenance contract.

SOR NO.	Description	Qty	Rate	Amount
	SPARE PARTS AND ASSOCIATED EQUIPMENT			
	<u>Cables and Wiring</u>			
40	PVC Insulated single Core Cable (standar colour). Price per metre			
a	1.5mm ²	1M		
b	2.5mm ²	1M		
c	4.0mm ²	1M		
d	6.0mm ²	1M		
e	10.0mm ²	1M		
41	XLPE / SWA / PVC amour cables laid on G.S. cable Tray / PVC cable duct / underground c/w all Termination. Price per metre			
a	i) 10.0 mm ² x 2 core	1M		
	ii) 16.0 mm ² x 2 core	1M		
	iii) 25.0 mm ² x 2 core	1M		
	iv) 35.0 mm ² x 2 core	1M		
	v) 50.0 mm ² x 2 core	1M		
	vi) 70.0 mm ² x 2 core	1M		
	vii) 95.0 mm ² x 2 core	1M		
b	i) 10.0 mm ² x 3 core	1M		
	ii) 16.0 mm ² x 3 core	1M		
	iii) 25.0 mm ² x 3 core	1M		
	iv) 35.0 mm ² x 3 core	1M		
	v) 50.0 mm ² x 3 core	1M		
	vi) 70.0 mm ² x 3 core	1M		
	vii) 95.0 mm ² x 3 core	1M		
c	i) 10.0 mm ² x 4 core	1M		
	ii) 16.0 mm ² x 4 core	1M		
	iii) 25.0 mm ² x 4 core	1M		
	iv) 35.0 mm ² x 4 core	1M		
	v) 50.0 mm ² x 4 core	1M		
	vi) 70.0 mm ² x 4 core	1M		
	vii) 95.0 mm ² x 4 core	1M		
	CARRIED FORWARD			

SCHEDULE OF RATES

SOR No.	Description	QTY	Rate	Amount
42	PAINTING Carry out painting to equipment and plant room in accordance with the specification (Annex 111). Price per sq. meter)			
A	Painting of Metal	1 sq. m		
B	Painting of Galvanized Metal	1 sq. m		
C	Painting of Rendered Wall	1 sq. m		
D	Painting of Concrete Screed	1 sq. m		
43	Liasion with others for Load Test Installation, Testing and Commissioning.			
i.	Provide for the duration of the project a qualified project Liasion Officer who will liase and co-ordinate the work with the EMS other authorities Department or Ministry	1 Lot		
44	Dismantle, take down and remove all existing unserviceable mechanical / Electrical items to depot store or designated by S.O. Daily cleaning, remove refuse items from site, all necessary hacking and chasing for concealed conduit or underground pipesleeves, makes good disturbed areas to match existing finishes.			
i)	Any cost incur to repair or replace of defective usable M&E items during removing, transporting and delivery shall be borne by the contractor.	1 Lot		
CARRIED FORWARD				

SCHEDULE OF RATES

No.	Description	Supply & Fix (BS)
45.	Labour rates for Non-schedule items. Price per hour a. Engineer b. Supervisor / Foreman c. Technician d. Electrician e. Mechanic	
46.	Cost of supply spare parts not included in the schedule of rate @ plus _____ percent (_____ %) to cost supply item to Contractor	

WARRANTY ON REPAIRS

Each repair carried out to entire satisfaction of the Supervising Officer (S.O) shall guaranteed against faulty materials or poor workmanship for a period of **six (6) Months.**

Contractor's Name: _____

Contractor's Address: _____

Contractor's Signature: _____

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SUMMARY OF PRICES

SUMMARY OF PRICES

MAINTENANCE VISIT

1. Schedule of Equipment, Schedule No.1, Rates for Maintenance item number A to G inclusive.

a. Total of 1 No. Task 'A' inspection for all item.
B\$ (BRUNEI DOLLAR
.....)
.....)

b. Total of 1 No. Task 'B' inspection for all item.
B\$ (BRUNEI DOLLAR
.....)
.....)

c. Total of 1 No. Task 'C' inspection for all item.
B\$ (BRUNEI DOLLAR
.....)
.....)

d. Total of 1 No. Task 'D' inspection for all item.
B\$ (BRUNEI DOLLAR
.....)
.....)

e. ANNUAL COST OF MAINTENANCE VISIT
Total of Task 'A', Task 'B', Task 'B', Task 'C' plus Task 'D' inspection for all items.
B\$ (BRUNEI DOLLAR
.....)
.....)

REPLACEMENT ITEMS

2. Schedule of Rates, Schedule No.III, Rates for replacement items, Serial Number 1 to 43 (i) inclusive.

a. Total for item 1 to item 46 inclusive.
B\$ (BRUNEI DOLLAR
.....)
.....)