

BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 2.00PM)	Quotation Fee	Requesting Department	Focal Person
1	(143) PSD/QTN/2022/ESTET – (MOH)	<p>THE PROVISION OF COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-CARE WASTE TO VARIOUS LOCATIONS UNDER MINISTRY OF HEALTH (RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE AND DEPARTMENT OF SCIENTIFIC SERVICES SERASA BRANCH) FOR A PERIOD OF ONE (1) YEAR</p> <p>CALSS III AND ABOVE / CATEGORY S01</p> <p><u>ELIQIBILITY FOR TENDERERS:</u> QUALIFICATION OF SUPPLIER / TENDERER: MUST BE REGISTERED WITH MINISTRY OF HEALTH AND / OR MINISTRY OF DEVELOPMENT</p> <p><u>PLACE OF SUBMISSION:</u> QUOTATION BOX (GROUND FLOOR) MINISTRY OF HEALTH COMMONWEALTH DRIVE BANDAR SERI BEGAWAN, BB 3910 NEGARA BRUNEI DARUSSALAM</p>	19/12/2022	31/12/2022	\$5.00	BAHAGIAN PENGURUSAN ESTET DAN PERKEMBANGAN PROJEK, KEMENTERIAN KESIHATAN.	MD SHAHRIN BIN HAJI SHARBINI PMK PENOLONG PENGARAH KEMAJUAN PROJEK TEL: 2381640 ext 7924 / 7926

**SPESIFIKASI SEBUTHARGA UNTUK
DIKLANKAN SEMULA**

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 Contract Administrator (C.A.), **ESTATE MAINTENANCE MOH HEADQUARTER, ESTATE MANAGEMENT AND PROJECT DEVELOPMENT SECTION, MINISTRY OF HEALTH**. The C.A.'s decision shall be final and binding upon the Contract.

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 Health and/or Ministry of Development – **Class III & above, Category S01 , registered with the Ministry of Development and the Ministry of Health .**
- (b) Business Enactment Act Section 16 & 17.
- (c) While for prospective vendors / suppliers of medicines and drugs bids must possess a valid Poison License as stated in the 'Poison Act' (Cap. 114).
- (d) 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 Health and/or Ministry of Development.
- (e) 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 Health and/or 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 **6 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 **BS 5.00 / N/A ***. Only **CASH TERMS** will be accepted and note that **this tender fee is non-refundable**. Payment can only be made at the **ACCOUNTS DIVISION, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE, BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM** during government working hours.
8. No unauthorised alteration or use of 'correction pen' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender documents and forms are available from the **PROCUREMENT AND SUPPLY UNIT, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE, BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM**.

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

**PENGERUSI JAWATANKUASA SEBUTHARGA
QUOTATION BIDS BOX, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB 3910
NEGARA BRUNEI DARUSSALAM**

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

Quotation No. : _____ Quotation Closing Date : / / 2022
Project Title : **THE PROVISION OF COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-CARE WASTE TO VARIOUS LOCATIONS UNDER MINISTRY OF HEALTH (RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE AND DEPARTMENT OF SCIENTIFIC SERVICES SERASA BRANCH), FOR A PERIOD OF ONE (1) YEAR**

• Delete As Necessary

SECTION 2

SPECIFICATIONS

**THE PROVISION OF
COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-CARE
WASTE TO VARIOUS LOCATION LOCATIONS UNDER MINISTRY OF HEALTH
(RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE AND DEPARTMENT
OF SCIENTIFIC SERVICES SERASA BRANCH), FOR A PERIOD OF ONE (1) YEAR**

1. GENERAL

- Tenderers are sought from suitably qualified and specialized contractors who wish to be considered for the provision of collection and incineration of hazardous health-care waste services (hereinafter 'the Services') that is collection of all the hazardous health-care waste from the locations/sites stated in **Schedule A** of Ministry of Health, (hereinafter 'the Site') and incinerate all the hazardous health-care waste collected using the incinerator at:

1.1 Contractor's incineration place,

Note: Due to the limitation of the capacity of the incineration using the incinerator in RIPAS hospital, all the hazardous health-care waste from various location under Ministry of Health's Premises (Rimba Dialysis Center, Kiarong Dialysis Center and DSS Serasa Branch) around 300Kg per month hazardous health-care shall be delivered and incinerate at Contractor's own Incineration plant.

- The duration of the provision of Services is for **one (1) year**.
- The successful contractor is required to submit proposed Standard Operation Procedures (SOPs) which must be applicable to the Ministry and confirms with the requirements stated in the World Health Organization Guidelines or any relevant standards/guidelines.

2. JOB SCOPE

- The Contractor shall provide the Services for a period of one year for all hazardous health-care waste generated from the Site as set out in **this Section 2 Specifications - Attachment A**.
- The contractor shall weight and records all the waste collected and incinerated.
- The Services include to provide an appropriate vehicle that confirms the standards/guidelines for the transporting hazardous health-care waste. General guidelines

and requirements of the vehicle is provided in **this Section 2 Specifications - Attachment B.**

- The Services also include to provide an appropriate trolleys and carts that confirms the standards/guidelines for the on-site storage and transporting of hazardous health-care waste. General guidelines and requirements of the trolleys and carts is provided in **this Section 2 Specification - Attachment C.**
- The Contractor is expected to meet or exceed the quality standards required for the services described.
- Joint inspection by the Ministry of Health representatives and contractor representative (Contract Manager) shall be conducted from time to time to ensure that these standards are met.

3. WARRANTY

- The Contractor warrants that it has the requisite manpower/personnel, transport, plant, equipment, machinery, material, skill and expertise to the satisfactory provision of the collection and incineration of hazardous health-care waste services for the Ministry of Health.

4. CONTRACT PRICE AND PAYMENT

- The Contractor shall submit a breakdown of the contract price.
- The Ministry reserves the right to reduce or extend the contract price to the new area (location) according to rate set out in the Contract Price.
- The Contractor shall submit the invoices of the previous month **on the first week of following month**. All claims shall be addressed to:

*Acting Assistant Director Project Development
Estate Management & Project Development
Ministry of Health
Negara Brunei Darussalam*

- Payment will be made within forty-five (45) days after submission of the invoice and other related documents.
- Payment claims will be verified based on the monthly checklist forms and submitted by the Contractor and checked and initialed by the head of departments/sections/units of the locations stated.
- Written warnings will be sent to the Contractor if the quality of work is proven to be unsatisfactory. The Estate Management and Project Development, Ministry of Health is entitled to make deductions with regards to the amount payable to the Contractor. The deductions will be based on the following categories:

Average monthly performance	Payment Due	Payment Due After 3 rd Warning
90 - 100 %	100 %	-
80 - 89 %	80 %	50 %
70 - 79 %	70 %	50 %
0 - 69 %	50 %	50 %

5. CONDITION OF PREMISES (WASTE DUMPING LOCATIONS/SITES)

- The Contractor is required to inspect the site and fully acquaint itself with the premises in respect of the conditions, accessibility, working space, storage accommodation and other limitations imposed on access to the premises.
- All costs arising from or in connection with such conditions or limitations are deemed to be included in the contract price.

6. ACCESS TO PREMISES

- Reasonable access shall be provided to the Contractor's personnel for the purpose of providing the collection services of the hazardous health-care waste.
- Prior approval shall be sought from the relevant department to conduct the services to be carried out after office hours.
- For this purpose, the Contractor shall be responsible for collecting and returning any keys promptly to the officer or security officer of the premises.
- The Contractor shall inform any replacement of its personnel to the Estate Management and Project Development.

7. WORKING DAYS

- The Contractor shall provide the hazardous health-care waste collection services according to the time schedule.
- The Ministry reserves the right to amend the working days without prior notice to the Contractor.
- The Contractor shall provide the MONTHLY time schedule stated the dates and times for the collection services and agreed by the site in-charge officer.
- The Contractor shall also provide the MONTHLY time schedule for the hazardous health-care waste to be incinerated to The Estate Management and Project Development, Ministry of Health.

8. PERSONNEL

- To ensure the proper and efficient execution of the Services, the Contractor shall provide and employ an adequate number of qualified workers to perform the Services.
- The Contractor shall be given one month to recruit and train his staff to ensure that the site's requirements and standards are met. Training of the Contractor's staff to commence immediately upon recruitment.
- A list of workers shall be submitted on a monthly basis to the Estate Management and Project Development for monitoring and security purposes.

A. CONTRACT MANAGER

- The Contractor shall appoint a Contract Manager with the approval from the Estate Management and Project Development. The Contract Manager shall work exclusively for the Contractor.
- The Contract Manager must be able to make decisions on behalf of the Contractor.
- Approval for replacement of the Contract Manager must be sought in the event s/he falls ill (on medical leave) or is due to go on leave.
- The Contractor shall provide experienced and competent language-speaking supervisors and be deployed exclusively for the provision of the Services.
- The Contractor shall submit the CVs, basic duties and responsibilities of the Contract Manager.

B. MEDICAL SCREENERING

- The Contractor shall ensure that all his personnel appointed for the provision of the Services have undergone medical screening and deemed medically fit to perform the Services.
- It is preferable that the Contractor not appoint personnel with any disability for the provision of the Services.

C. REMOVAL OF PERSONNEL

- The Estate Management and Project Development reserves the right to remove any of workers employed by the Contractor from this services, who has misbehaved or is incompetent or negligent in the performance of his/her duties.

D. WAGES AND WELFARE

- The Contractor is responsible for the wages, insurance, medical and welfare of his workers in accordance with the requirements of the Labour Department, Brunei Darussalam.
- The Contractor shall take out, at its own expense, with an insurance approved in writing by the Estate Management and Project Development a policy or policies each specifically endorsed to provide indemnity to the Contractor and to the Ministry against any liabilities arising out of claims by an personnel for payment of compensation under the Workmen's Compensation Act (Cap 74 of the Laws of Brunei).

E. EMPLOYMENT OF ILLEGAL WORKERS

- The Contractor undertakes that he will not employ, and will ensure that all of its sub-contractors will not employ, any illegal foreign workers.
- The Contractor will ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.

F. UNIFORM

- The Contractor must ensure that **all** his personnel are neatly and properly attired in uniforms.
- Uniforms are to be provided by the Contractor at his own cost.

9. TRAINING AND DEVELOPMENT

- The Contractor is to provide a basic training on handling of hazardous health-care waste and HSE (Health, Safety and Environment) for his personnel in accordance with the guidelines before assigning them to the provision of the Services.
- The Contractor shall provide on-the-job training and orientation, at its own expense, to all his personnel as follows:
 - Collectors and drivers = minimum 2 weeks
 - Supervisors and operators = minimum 3 weeks
- The training shall be conducted by the Contractor at own premises.
- The Contractor shall employ a qualified trainer to train all personnel.
- The Contractor shall also provide and maintain at its own cost all training equipment and manuals necessary for this purpose.
- The Contractor shall bear the expenses incurred to retrain or replace his personnel during the retraining period.

10. SAFETY AND HYGIENE

- The Contractor shall observe and comply at all times with all current prevailing laws and regulations relating to safety and hygiene in carrying out the Services, and take all necessary and prudent precaution to ensure the safety on the site's premises of his own staff and personnel, the staff and property of the site and the general public.
- Proper signboards and barriers shall be erected and maintained during the progress of the Services which may endanger the safety of the Ministry's staff and the general public. The signboards and barriers must be sufficiently large to attract attention and shall include words such as "BIOHAZARD WASTE", "DANGER" or "BAHAYA", as appropriate.
- The transport vehicle shall be labelled "BIOHAZARD WASTE".
- The Contractor shall comply with all instructions, policies and regulations as may be issued by the Ministry from time to time in relation to safety and hygiene in the provision of the Services.

11. SECURITY ARRANGEMENT

- The Contractor's personnel shall immediately leave the site's premises if requested by the Ministry or any of its staff.
- The Contractor is required to establish a Security Plan to demonstrate the method of staff registration and tracking with valid permits. The Contractor must ensure that such records are maintained daily.
- The Contractor shall at its own expenses provide, for all his personnel, identification passes as specified by the Estate Management and Project Development. Any damaged pass shall be replaced by the Contractor at its own cost.
- Any lost or damaged passes must be reported immediately to the Estate Management and Project Development and upon approval from the Estate Management and Project Development, replace such lost/stolen pass at the Contractor's own costs.
- The Contractor shall ensure that his personnel do not, at any time, enter into areas which are not part of the site's premises except as directed by the Estate Management and Project Development.
- For security purposes, the Contractor will provide the Estate Management and Project Development with the following particulars of his workers at least one (1) month before the commencement of the Services:
 - Name
 - Address
 - Identity Card Number / Passport Number
 - Gender
 - Citizenship
 - Expiry date of work pass (for foreign workers)

12. REGULATIONS, LICENCES AND PERMITS

- The Contractor is responsible to procure and maintain all necessary licences, permits and approvals, and shall at all times comply with all legal and regulatory requirements applicable to the provision of the Services.
- In the event of any change in legal or regulatory requirements during the contract period, the Contractor shall promptly and at its own expense take any necessary action for complying with the same.
- The Contractor is to comply with best practices as may be proposed or recommended by any relevant bodies in the relevant industry, and also ensure that the standard of Services

provided shall, at the minimum, be of such quality and standard as is generally regarded as good in the relevant industry.

13. CHECKLIST AND INSPECTIONS

- The Contractor is required to record daily and periodic collection and incineration services in a format acceptable to the Ministry. These checklist forms will be used as a basis for performance evaluation.
- The Contract Manager must ensure that these checklist forms are duly completed and signed by the officers-in-charge of the relevant department/section/unit after completion of the collection and incineration services at the end of every week. These forms shall be submitted on the first day of the following week in which they are completed and signed.
- The checklist forms shall be graded by the site's officer in charge of the relevant unit.
- The Contractor will also carry out joint inspection with the Ministry on an agreed schedule in addition to the monthly performance evaluation meetings. Records of such meeting are to be provided to the Ministry.

14. DOCUMENTS TO BE SUBMITTED

- The following documents shall be submitted, and labeled accordingly, together with the documents listed out in **Section 3** of this Invitation To Tender:
 - Proposed Standard Operation Procedures
 - CVs of Contract Manager
 - Security Plan
 - List of Plants, Equipment

ATTACHMENTS

**ATTACHMENT A: HAZARDOUS HEALTH-CARE WASTE
COLLECTION SITES**

**ATTACHMENT B: GENERAL GUIDELINES OF TRANSPORTING
VEHICLE REQUIREMENTS**

**ATTACHMENT C: GENERAL GUIDELINES OF TRANSPORTING
TROLLEYS AND CARTS REQUIREMENTS**

ATTACHMENT D: COLLECTIONS SCHEDULE

ATTACHMENT A

HAZARDOUS HEALTH-CARE WASTE COLLECTION SITES

BRUNEI & MUARA DISTRICT SITES:

No.	Site	Frequency of Collection
1.	Rimba Dialysis Center	3 times a week
2.	Kiarong Dialysis Center	3 times a week
3.	Department of Scientific Services, Serasa Branch	3 times a week

ATTACHMENT B

GENERAL GUIDELINES OF TRANSPORTING VEHICLE REQUIREMENTS

The following guidelines shall be followed by the Contractor in the provision of Services. These guidelines are not exhaustive, and may be changed from time to time, notice of which will be given to the Contract Manager.

- (a) The vehicle should be Box Pickup.
- (b) The body of the vehicle should be of a suitable size commensurate with the design of the vehicle.
- (c) There should be a bulkhead between the driver's cabin and the vehicle body, which designed to retain the load if the vehicle is involved in a collision.
- (d) There should be a suitable system for securing the load during transport.
- (e) Empty plastic bags, suitable protective clothing, cleaning equipment, tools and disinfectant together with special kits for dealing with liquid spills, should be carried in a separate compartment in the vehicle.
- (f) The internal finish of the vehicle should allow it to be steam-cleaned and internal angles should be rounded to eliminate sharp edges to permit more thorough cleaning and prevent damage to waste containers/trolleys.
- (g) The vehicle should be marked with name and address of the waste carrier.
- (h) An international hazard sign should be displayed on the vehicle and containers, as well as an emergency telephone number.
- (i) The driver should be provided with details of the waste being carried.
- (j) Windows and accessible claddings are to be cleaned generally.

ATTACHMENT C

GENERAL GUIDELINES OF TRANSPORTING TROLLEYS AND CARTS REQUIREMENTS

The following guidelines shall be followed by the Contractor in the provision of Services. To avoid injuries and infection transmission, trolleys and carts should:

- (a) Be easy to load and unload.
- (b) Have no sharp edges that could damage waste bags or containers during loading and unloading.
- (c) Be easy to clean and if enclosed, fitted with a drainage hole plug.
- (d) Be labelled and dedicated to a particular waste type.
- (e) Be easy to push and pull.
- (f) Not be too high (to avoid restricting the view of staff transporting waste).
- (g) Be secured with a lock.
- (h) Be appropriately sized according to the volumes of waste generated at health-care facility.

Spare trolleys should be available in case of breakdowns and maintenance. The trolleys should be cleaned and disinfected daily.

ATTACHMENT D

TIME SCHEDULE / COLLECTION SCHEDULE

BRUNEI MUARA DISTRICT

No.	Site	Frequency of Collections
1.	Rimba Dialysis Center	3 times a week
2.	Kiarong Dialysis Center	3 times a week
3.	Department of Scientific Services, Serasa Branch	3 times a week

Section 3

FORM TO BE USED

Contents

1. **SCHEDULE A – QUOTATION FORM**
2. **SCHEDULE B – INFORMATION SUMMARY**
3. **SCHEDULE C – SUB-CONTRACTS**
4. **SCHEDULE D – COMPANY BACKGROUND**
5. **SCHEDULE E – REFERENCES**
6. **SCHEDULE F - DECLARATION**

SECTION 3
QUOTATION FORM
 QUOTATION REFERENCE NO.: _____

RINGKASAN TAWARAN
SUMMARY OF TENDER

THE PROVISION OF
COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-CARE WASTE TO VARIOUS LOCATION LOCATIONS UNDER
MINISTRY OF HEALTH (RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE AND DEPARTMENT OF SCIENTIFIC SERVICES
SERASA BRANCH). FOR A PERIOD OF ONE (1) YEAR.

TENDER OF (name of tenderer)

Company / Business Registration No: _____

Tender Closing Date: _____

ITEM	DESCRIPTION	Quantity per month	Rate	Amount
	<p>General Note: The contractor shall carry out 'site visit' inspection and take into account all aspects and conditions of site submitting into this quotation. The Contractor must fill this schedule at the time of tendering. Supply all materials, labour, tools and everything else deemed necessary to carry out works a specified ' to the following. The Contractor have to submit their prices are considered as having visited the site. No claims for additional payment will be entertained on the ground of misunderstanding or misinterpretation of the conditions, measurement etc.</p>			
1	Collection of Harzardous Health-Care waste from various locations under Ministry of Health Premises (Rimba Dialysis centre, Kiarong Dialysis Centre and Department of Scientific Services Serasa Branch) and shall be delivered and incinerated at contractor own Incinerator Plant.			
1.1	* Transporation (frequency of collection 3 times per week ie 12 trips per month)	12 trips / month		
1.2	* Collection and Incineration (25 kg per collection (1 trip) from various location as stated x 12 trip per month)	300kg / month		
	<p>Standard Operation Procedures (SOPs) must be applicable to the Ministry of Health Guidelines / requirements stated in the World Health Organization Guidelines or any approved relevant standards guidelines.</p> <p>The enclose weight stipulated serve as proposal guidance . The contractor shall weight and records all the weights and records all the weight and records all the waste collected and incinerated . Checklist forms will be used as a basis for performance evaluation and signed by the officers-in-charge after completion of the collection and incineration. checklist forms will be used as a basis for performance evaluation and signed by the officers-in-charge after completion of the collection and incineration services at the end of every weeks.</p>			
	Total Amount to be Carried forward:			

ITEM	DESCRIPTION	Quantity per	Rate	Amount
	Total amount to be brought forward from previous page:			
	Continued. The services include to provide an appropriate vehicle that according to standards/ guidelines for the transporting harzardous health-care waste. The contractor to submit: Proposed Standard Operation Procedures; CVs of Personnel; Security & Safety Plan; List of Plants, Equipments, HSE Manual.			
			Monthly	
		Sub -total per One Year		x 12 months
		Final Total Amount For This Quotation for 12 months (1 year)		

Note:

Due to the limitation of the capacity of the incineration using the incinerator at government premises and envirmontal's concerns (JASTRE), all the hazardous health-care waste from Rimba Dialysis Center, Kiarong Dialysis Center and around 300Kg daily hazardous health-care waste from Department of Scientific Services Serasa Branch shall be delivered and incinerate using incinerator at the Contractor's incineration area.

SCHEDULE A TENDER FORM

QUOTATION NO: _____

**THE PROVISION OF
COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-
CARE WASTE TO VARIOUS LOCATION LOCATIONS UNDER MINISTRY
OF HEALTH (RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE
AND DEPARTMENT OF SCIENTIFIC SERVICES SERASA BRANCH), FOR A
PERIOD OF ONE (1) YEAR**

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) CALENDAR 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 .

Tenderer's official

_____ stamp:

Signature of authorised officer of Tenderer

Name:

Designation:

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:

Handling, operating and managing an incineration plant for hazardous health-care waste or similar waste services

(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
DECLARATION

Tenderers shall complete and submit the Declaration form below.

DECLARATION FORM

TENDER REFERENCE : _____

TENDER TITLE : _____

That I, The owner / one of the
Owners of Company which
Participates in the above mentioned tender, hereby declare that I or any member of my
family do not have any interest in other companies competing for the same tender.

Signature & Company Stamp

LISTS OF COMPANY OWNERSHIP

NO.	COMPANY NAME	OWNERSHIP	I.C NO. & ADDRESS



A	<input type="checkbox"/>	1. _____
		2. _____
		3. _____
FOR OFFICIAL USE ONLY		

Quotation For : **THE PROVISION OF COLLECTION AND INCINERATION SERVICES OF HAZARDOUS HEALTH-CARE WASTE TO VARIOUS LOCATIONS UNDER MINISTRY OF HEALTH (RIMBA DIALYSIS CENTRE, KIARONG DIALYSIS CENTRE AND DEPARTMENT OF SCIENTIFIC SERVICES SERASA BRANCH), FOR A PERIOD OF ONE (1) YEAR**

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 _____)

(or),

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-) * _____ % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of **ONE (01)** Days / Weeks / Months / Year* in accordance with the terms and conditions below.

2.0 Owner / Director * 's : _____
Signature & Name (_____)
IC No. : _____

2.1 Signature & Name of Witness : _____
(_____)
IC No. : _____

2.2 Company : _____
Address _____

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

2.4 Date : _____

B
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 _____)

(or),

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-) * _____ % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of _____ Days / Weeks / Months * in accordance with the terms and conditions below.

4.0 _____
(_____)

4.1 _____
ACT.ASST. DIRECTOR PROJECT DEVELOPMENT , MINISTRY OF HEALTH

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 Contract Administrator is : **HEAD OF ESTATE MAINTENANCE – MINISTRY OF HEALTH COMPLEXES**

4.7 The Starting Date is on : _____

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

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 Contract Administrator 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 Contract Administrator.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times.

1.3 Instructions, Certifications & Job Orders

- 1.3.1 The Contract Administrator 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 Contract Administrator's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Contract Administrator 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 issued 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 Contract Administrator.
- 1.3.6 The Contract Administrator 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 Contract Administrator.
- 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 Contract Administrator 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 Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator 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 Contract Administrator 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 Contract Administrator 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 Contract Administrator 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 Contract Administrator 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 Contract Administrator.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Contract Administrator 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 Contract Administrator must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Contract Administrator 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 Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator 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 Contract Administrator 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 Contract Administrator, 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 Contract Administrator can issue instructions to vary the Works to be done.
- 4.2 If the Contract Administrator instructs the Contractor to vary any of the Works and there is a financial impact, the Contract Administrator must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.3 The Contract Administrator 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 Contract Administrator 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 Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator 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.

- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Contract Administrator.
- (d) The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
 - (i) Adding the total under additions above;
 - (ii) Deducting the total of all deductions above; and
 - (iii) Deducting the cumulative amount certified previously.
- (e) The Contract Administrator may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0. TERMINATION OF CONTRACT

6.1 If the Contractor :

- (a) Suspends the Works before completion without any reasonable cause; and/or
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's Instructions; and/or
- (c) Fails to comply with the Contract Administrator's Instructions;

for fourteen (14) days after a notice sent to the Contractor, the Contract Administrator can determine this Contract by a written notice.

6.2 If the Contractor :

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Has 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 Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the Government or the like acts shall have been done by any person employed by the Contractor or acting on his behalf (with or without the knowledge of the Contractor), or if, in relation to this Contract or any other contract with the Government, the Contractor, or any person employed by the Contractor or acting on his behalf shall have committed or abetted to commit an offence under the Prevention of Corruption Act (Chapter 131) or section 161, 162, 163, 164, 165, 213, 214 or 215 of the Penal Code (Chapter 22);

this Contract is terminated by a written notice.

6.3 In either (6.1) or (6.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6.4 Termination For Convenience :

- (a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice:
 - (i) cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
 - (ii) Vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and hand back possession of the site to the Government.
- (b) In the event of termination under this Clause, Contract Administrator shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Contract Administrator. In the event that the Contractor does not submit the necessary information required, the Contract Administrator shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

PART C - APPENDIX

1.0	<p>Completion Date : (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period). For Term Contract, the Contract shall ends when the following conditions are met : (a) The actual expiration of the Contract Period; or (b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.</p>	<p style="text-align: center;">_____ / _____ / 20...</p>
2.0	<p>Liquidated and Ascertained Damages (LAD) : (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay).</p>	<p style="text-align: center;">B\$ <u>14.00</u> per day</p>
3.0	<p>Shortfalls / Defects Liability Period : (If none stated, SIX (6) MONTHS from the date of completion).</p>	<p style="text-align: center;"><u>Nine (9)</u> Months</p>
4.0	<p>Retention Sum : (If none stated, FIVE (5%) PERCENT of the Contract Sum).</p>	<p style="text-align: center;"><u>5</u> % of the Contract Sum</p>
5.0	<p>Minimum and Maximum Values of Job Orders : Minimum value of any one Job Order to be issued Maximum value of any one Job Order to be issued (If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).</p>	<p>≤ B\$ <u>N/A</u> ≥ B\$ <u>N/A</u></p>
6.0	<p>Approximate Maximum Total Value of All Job Orders for the Contract Period : (If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS) The Contract Administrator gives no warranty or undertaking as to the actual amount of Works that will be issued through Job Orders and no variance in the actual value of Works ordered shall give rise to a change in any rate, price or percentage adjustment.</p>	<p>≤ B\$ <u>N/A</u></p>