

BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 2.00PM)	Quotation Fee	Requesting Department	Focal Person
1	(13) PSD/QTN/2023/ESTET – (MOH)	<p>ONE YEAR CONTRAC FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGLOWS BRUNEI MUARA DISTRICT MINISTRY OF HEALTH</p> <p>CATEGORY B01 /E01</p> <p><b><u>ELIQIBILITY FOR TENDERERS:</u></b>  <b>QUALIFICATION OF SUPPLIER / TENDERER: MUST BE REGISTERED WITH MINISTRY OF HEALTH AND MINISTRY OF DEVELOPMENT</b></p> <p>PLACE OF SUBMISSION:            QUOTATION BOX (GROUND FLOOR)            MINISTRY OF HEALTH COMMONWEALTH DRIVE            BANDAR SERI BEGAWAN, BB 3910            NEGARA BRUNEI DARUSSALAM</p>	27/02/2023	11/03/2023	\$5.00	PENGURUSAN ESTET DAN PERKEMBANGAN PROJEK, KEMENTERIAN KESIHATAN.	<p>HAJAH ROHAYAH BINTI HAJI ABU BAKAR</p> <p>PENGURUSAN ESTET DAN PERKEMBANGAN PROJEK</p> <p>TEL: 2381640 ext. 7926 / 7928</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 **HJ ZAINAL ARIFFIN BIN HJ SALEH / PG HASHIM BIN PG HAJI MAHMUD, ESTATE MANAGEMENT, MINISTRY OF HEALTH [ Tel: 2381640 EXT. 7926 / 7928]**.

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 B01/E01** 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 unauthorised 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 initialled.
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  
enveloped addressed to :-

**2.00 PM on SATURDAY** in a sealed

### 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 CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG,  
BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTER AND BLOCK RIMBA  
HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT, MINISTRY OF HEALTH

**TITLE: ONE YEAR CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT MINISTRY OF HEALTH.**

**A. PARTICULAR CONDITIONS**

**1. The scope of works**

The contractor shall provide everything deemed necessary for the proper execution of works according to the indent of specification.

The works to be executed shall comprise of the following:

To attend ANY breakdown of electrical services and associated works under **ONE YEAR CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT MINISTRY OF HEALTH.**

as per service call / work request issued by the S.O or his representative.

- a. To provide 24/7 emergency number to address and attend any break down and associated work.
- b. To check, rectify and replace defective parts as per schedule of rates.

**2. Breakdown Schedule**

There will be no breakdown schedule or frequencies of schedule as the works to be executed depend on the service call issued by the S.O or his representative.

**3. The following conditions are applicable to the works within this tender.**

- 3.1 The Contractor shall maintain ON STANDBY where he can be notified by telephone relating the job to be done.
- 3.2 The Contractor shall be available even after office hours, Fridays, Sundays and Public Holidays as directed by the S.O if necessary.
- 3.3 The Contractor shall maintain sufficient building items and spare parts which are commonly used to avoid delay during breakdown.
- 3.4 The Contractor shall provide a competent engineer/supervisor to be equipped with knowledgeable, proper tools and safety gadgets to enable them to carry out their work with accuracy and effectively without the risk of causing any damage to building.
- 3.5 The Contractor shall collect the 'SERVICE CALL SLIP – Estate Work Request' issued by the S.O. on every working day 8.00am. The designated representative of the S.O shall certify the service call slip complete with official stamp, time in, time out and the date.
- 3.6 The service and breakdown report shall be forwarded to Bahagian Pengurusan Estet dan Perkembangan Projek the very next working day for the approval of the S.O.
- 3.7 The Contractor shall submit three (3) copies of invoice within the first two weeks for the month the works that was carried out in the proceeding month with the enclosed service call slip and the original service report by the S.O.

- 3.8 The Contractor shall provide a log book to record the work done on each location. The log book shall show the exact date, time started and completed, description of work, and the names of the Technicians working. The Technician shall affix their signature and the S.O. or his representative shall confirm the completion of the work. The log book shall be always available for inspection anytime during the duration of the contract.
- 3.9 Any breakdown or complain must be reported to the S.O. or his representative verbally within 24 hours in addition to the maintenance logging report made by the Estate Maintenance staff. The report shall state the nature of fault, the work done and any further work that is required.
- 3.10 The contractor shall remove and replace any supplied items which are damaged, defect or not comply with the specification. If the contractor fails to do so within the reasonable time, the S.O. has the option to remove the items and replace with the correct specification and the contractor shall be responsible with the cost and expenses incurred.
- 3.10.1 If the S.O. thinks that any of the items supplied are not in accordance with the specification, the S.O. have the right to submit the items to expert for examination and/or testing.
- 3.11 The contractor shall not assign this contract or any portion of the work to sub-contractor without the S.O. written permission. The consent shall not be reasonably refused to the prejudice of the contractor. The contractor is still solely and personally responsible for making sure that all terms, stipulation and conditions in this contract are followed by such authorised sub-contractor.

**4. Protection against existing building, plants and equipment's.**

The contractor shall provide necessary protection against the existing buildings, plants and equipment's in the adjacent working areas while carrying out the contractor's works.

**5. Insurances.**

All insurances shall be affected with insurers approved by the Superintending Officer in writing. The Workmen's Compensation Policy and Public Liability Policy shall be remained in force throughout the contract.

Upon practical completion of the works, the responsible for insurance against fire risks shall rest with the Government. The limit of indemnity for this policy is to be \$100,000.00 (Brunei Dollars: One Hundred Thousand Only).

Provided the following insurance policies in the joint names of the Government and the Contractor, and such other policies as may be necessary to protect the Contractor's and Government's interests.

- (a) Workmen's Compensation Policy.
- (b) Insurance against injury to persons and property.
- (c) Insurance of the Works against Fire, etc.

The limit of indemnity for this policy is to be \$1,000,000.00 (Brunei Dollars: One Million Only).

The insurance cover is to be for the full amount of liability and no excess clause will be allowed for the Insured to obtain a reduction in premium.

## 6. DELAYS AND LIQUIDATED DAMAGES

6.1 If the Contractor: -

fails to complete the Corrective Maintenance Services within the Down Time specified in **Clause 7**

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:

for the failure or delay mentioned, for each of the affected Corrective Maintenance or any parts thereof, the sum of **Fifty Brunei Dollars (B\$50.00)** for per day or part thereof of such failure or delay.

## 7. Down Time

The Down Time of the Corrective Maintenance Services shall in all cases not exceed seven (7) days.

## **B. PARTICULAR SPECIFICATION**

1. This particular specification is supplemented to the Standard Schedule of Rates for Maintenance Term Contract for Ministry of Health facilities Vol. 2 of 2 and the PWD specification (revised 1988) and Contract Form for Minor Works and shall be read in conjunction with the other documents and Summary of Tender forming this contract. Any discrepancies between these documents shall be clarified with the Superintending Officer (S.O.) whose decision shall be final and binding upon the contractor. The Contractor shall be considered as having knowledge understanding of the said documents.
2. The tender is open to competent and registered company which has qualified and skilled to take charge of the contract works during the duration of the contract.
3. All prices include labour, parts and transport charges.
4. The successful Tenderer shall submit within fourteen (14) days of the following documents
  - a. Work Permit
  - b. Workmen Compensation
  - c. Fire Insurance Policy
  - d. Public Liability Policy

SCOPE OF WORKS AND PARTICULAR SPECIFICATIONS:

1. REMOVING AND RELOCATIONS.

The contractor shall include relocation or removing of **ANY** objects properly obstructing the project area to another area as per instructed by the supervising officer incharge without any additional charges to the government and without any delay to the project.

Any kind / types of defects during the installation or relocations of any government property by the contractor must be replace with new one match existing at the nearest time possible without any extra charges or delay to the government.

2. 3D DESIGNS AND SAMPLES.

The contractor must submit non-returnable color catalogues including sample of the materials. The contractor also need to submit non-returnable full detailed 3D color pictures for the offered items and all measurements, materials must be mentions / labeled in the diagram. Design submitted consist of front and rear view.

The successful contractor shall ensure all the materials are genuine and high quality.

3. ONSITE SUPERVISOR.

The contractors must provide **1 (ONE)** person onsite supervisor / foreman. And these onsite supervisor / foreman must be onsite all the time during the works in progress. The onsite supervisor must be able to speak Malay or English. This onsite supervisor must submit daily report status in writing every progress to supervising officer incharge.

The contractor must submit their schedule of work to the supervising officer immediately after receiving the letter of acceptance / instruction to start the project and approved by the supervising officer.

The contractor must not leave any of their tools, materials, equipment or belongings onsite after office hours and Brunei Government will not take any responsibility for any lost during or after the progress.

4. WORKMANSHIP.

All works shall be done by competent experienced person and shall be of first class quality in every respect with all sections fitted properly together with the greatest accuracy.

5. WORK ON SITE.

All member stored on site shall be kept clean and free from construction dirt.

6. PAINTING WORK

Paint going to be used must be **ABCI listed approved** and by the supervising officer incharge. The price for entire painting works should be already been included in the summary of tender i.e. preparations, cleaning, rubbing down, stopping nail holes, plugholes, removing wallpapers offsite and other works related to it, including touching up to match existing finishes. The entire paint colors will be decided by the supervising officer incharge.

Contractor shall submit a sample and obtain the approval of the supervising officer.

The painting works for the existing painted wall shall be 1 layer priming and 2 layers finishing. The contractors should provide floor-mounted label stating "**WORK IN PROGRESS**" and "**WET PAINT**" at the work site. Any paint works for new walls shall be 1 layer undercoat, 1 layer priming and 2 layer coats of finishing. During the paint works the contractor need to make sure the entire floor fully covered with suitable materials i.e. canvas.

**7. ANY DISTURBANCE WORKS.**

The contractor must contact the supervising officer to confirm any of the disturbance works. Disturbance works consist of any knocking noise may produce, removing existing tables, computers and so on. This works only can be done during after office hours and approved by the supervising officer incharge.

After office hours' time shall be from 6.00pm till 10pm or during Friday Is from 8.00am - 11.30am - 2.30pm – 5pm. The contractors need to inform the supervising officer incharge at least 2 (two) days before the works to be executed.

**8. LOADING / UNLOADING.**

Any loading or unloading should be done at loading area or as approved by the supervising officer incharge.

**9. IRONMONGERIES.**

All ironmongery shall comply with requirements of BS 5872. The approved brand shall be of equal and approved quality to "Allgood Modric", "Union", "Format", "Schlage", "Kaba", "Assa Abloy", "QPS", "Forte", "Hyundai", "Lockwood", "Chubb", "Stremler", "Newstar", "Mab", "Casma" and to be in silver anodised aluminium unless as approved by the supervising officer incharge

**10. ANY REPAIRS AND MAKE GOOD**

Repairs and make good works must be match existing as before without any delay to the government. Any repairs and make good works unsatisfied by the supervising officer incharge will be determined as uncompleted.

**11. ELECTRICAL WORKS.**

All work shall comply with the specification and be finished complete and ready for service, to the entire satisfaction of the supervising officer incharge and in such sections and manner as to building operations or the convenience of occupants.

All works shall conform to the best principles of modern practice and be executed by fully qualified electrician.

Installation shall comply, except as modified herein, with:

- a. The latest local regulations for electrical equipment in the building.
- b. The latest local issue of the IEE regulations.
- c. The local Electricity Authority's regulations.
- d. The requirements of the Fire Protection Officer.
- e. All local regulations for the safety of the public.

**12. ELECTRICAL MATERIALS.**

All materials shall be of approved manufacture and shall comply, except as modified herein, with:

- a. British Standard as applicable.
- b. All materials, fittings, appliances and accessories shall be uniform of their kind throughout an installation, suitable for the electricity supply to which they are connected, and similar parts shall be interchangeable.
- c. All items covered by this Specification shall be subjected to inspections and test of materials and workmanship prescribed in the specifications and the "conditions of contract" issued with it, unless otherwise specified, inspections and tests considered necessary will be carried out by the supervising officer.

The contractor shall submit to the supervising officer a detail of the items it is proposed to use, stating maker's name and catalogue numbers. The supervising officer will decide whether inspection of the stores shall be waived, inspection made at the Manufacturer's or Contractor's premises, or whether samples are to be submitted to him for approval.

When samples are called for by the supervising officer incharge those approved will be retained by him as a standard for inspection of bulk supplies for subsequent incorporation. Samples not approved will be returned to the contractor who will be required to furnish further samples.

**13. WARRANTY**

All / every works and new items installed will be under warranty for **1 year**. All defects items during the warranty period need to be replacing immediately by new one match existing items or equivalent as approved by the supervising incharge without any additional charges to the government. All the warranty plates must be properly engraved and installed at the proper places each of the works as approved by the supervising officer incharge, which every plate must be mention the warranty expired with contractor company names on it. The size for the aluminium plates warranty shall be 6cm x 4cm. The aluminium plates warranty price should be already include in the summary of tender.

All / every warranty will be commencing after the whole project have been completed. For more detail the contractor may contact the contact person or supervising officer incharge.

Warranty for making good any of government property shall be **9 months**.

The warranty for the varnishing works shall be **5 years** warranty

**14. JOB COMPLETION.**

The contractor must complete the whole projects **1 years**.

**15. FAILURE TO COMPLY.**

Failure to complete the job within the specified time the supervising officer may take appropriate action and impose a penalty of **\$15.00 per day** to the contractor.

If the contractor, after receipt of a written notice from the supervising officer requiring compliance within seven **(7) days**, fails to comply with such further drawing and/or Superintending Officer's Instruction the supervising officer may employ and pay other persons to execute any works whatsoever which may be necessary to give effect thereto and all-costs incurred in connection therewith shall be recoverable from the contractor by the supervising officer as a debt or may be deducted by him from any moneys due or become due to the contractor.



## SUMMARY OF TENDER

**Title** : ONE YEAR CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT MINISTRY OF HEALTH.

No.	Description	Unit	Quantity	Amount		
				Rate	\$	¢
<b>A</b>	<b><u>BUILDING/STRUCTURE REPAIR WORKS</u></b>					
A1.0	Replace existing door with new solid double leaf solid timber complete with painting / varnishing to existing main entrance door.	No	1.0		450	00
A2.0	Replace existing door with new single leaf timber solid door complete with painting / varnishing.	No	1.0		280	00
A3.0	Replace existing single leaf timber solid flush door complete with painting / varnishing.	No	1.0		160	00
A4.0	Remove existing and replace with new timber door jamb, aircon opening frames, window frames and the like including cutting, jointing, painting /varnishing and make good affected area to match existing.					
A4.1	25 mm x 50 mm	MR	1.0		5	00
A4.2	25 mm x 100 mm	MR	1.0		5	50
A4.3	50 mm x 100 mm	MR	1.0		10	00
A4.4	50 mm x 150 mm	MR	1.0		15	00
A5.0	Replace existing air-conditioning opening including painting varnishing and make good affected area.					
A5.1	500 mm x 775 mm (Living room/Bedroom No. 1/2/3)	No	1.0		25	00
A5.2	610 mm x 610 mm (Living room / Bedroom No. 1/2/3/)	No	1.0		25	00
A5.3	450 mm x 775 mm (Living room / Bedroom No. 1/2/3)	No	1.0		25	00
A6.0	Remove existing and replace with new 25 mm x 10 mm timber skirting inclusive painting and other necessary works required.	MR	1.0		5	50
A7.0	General repair to existing timber skirting inclusive cutting, jointing, refixing works, painting / varnishing and make good affected area to match existing	MR	1.0		10	00
A8.0	Remove existing and replace with new overhead door closer including other necessary accessories and make good affected area.	No	1.0		154	00
A9.0	Remove existing and replace with new timber, high / low built-in Kitchen / living room/bedroom cabinet/cupboards/wardrobe and other build-in cabinet timber racks / shelving, with Formica finishes to to match existing.	MR	1.0		75	00
<b>TOTAL CARRIED FORWARD</b>						

No.	Description	Unit	Quantity	Amount		
				Rate	\$	¢
A10.0	Remove existing and replace with new accessories to timber / concrete, high / low built-in kitchen / bedroom cabinets / cupboards/wardrobe and other built-in cabinet to match existing. Item to include:					
A10.1	Handel	No	1.0		8	00
A10.2	Hinges	No	1.0		8	00
A10.3	Running Rollers	MR	1.0		5	30
A10.4	Brackets	No	1.0		5	00
A10.5	Standard Plastic mesh	No	1.0		3	00
A10.6	Catches	No	1.0		4	60
A10.7	Lockset	No	1.0		4	00
A10.8	Drawer Guide Rail	No	1.0		4	60
A10.9	Drawer	No	1.0		10	00
A11.0	General repair to timber / concrete high / low built-in kitchen / bedroom cabinet/cupboards / wardrobe and other built in cabinet including other works required and painting / varnishing. Work to include:					
A11.1	Cabinets / cupboard /Wardrobe doors	No	1.0		30	00
A11.2	Shelving / Rack /Flooring	MS	1.0		10	00
A11.3	Formica topping, sides and corners	MS	1.0		30	00
A11.4	Tiles Finishes topping, sides and corners.	MS	1.0		35	00
A11.5	Replastering work using (1:2:4 mix) to smooth surface to affected area.	MS	1.0		15	00
A12.0	Remove existing and replace with new PVC coated wire with adjustable hook to cloth's lining.	MR	1.0		3	00
A13.0	Remove existing and replace with new ceiling (Approx. size: 1220mm x 2440) similar to existing including timber battens where appropriate and all necessary works required.					
A13.1	Softboard	MS	1.0		15	60
A13.2	Gypsumboard	MS	1.0		22	00
A13.3	Cement Board	MS	1.0		10	20
A14.0	To cover an opening with an extension of 1-layer brick wall and 20 mm thick plastering in cement and sand (1:6 mix) to smooth surface to wall and the like inclusive painting works as per S. O's instruction. (colour shall be confirmed by S.O). Approx. size: 715 mm x 650 mm	No	1.0		24	60
A15.0	Remove existing and replace with new 200 mm x 200 mm Hollow Glass Blok including applying white cement or any approved equivalent sealant between joints, to follow existing.	No	1.0		20	00
A16.0	Remove existing and replace with new door lockset including other necessary works required.					
A16.1	Key and push button cylinder lockset.	No	1.0		50	00
A16.2	Union Cower (Model No 686-13-21)	No	1.0		90	85
A16.3	Union Cower (Model No: 682-24-95)	No	1.0		36	80
A16.4	Union safety lockset	No	1.0		55	00
A16.5	Union 5610 – 180	No	1.0		18	30
A16.6	Door's brass butt hinges	No	1.0		8	00
A16.7	150mm door's Tow bolt	No	1.0		16	10
A16.8	Post Boxes / Aluminium door with lockset	No	1.0		12	40
	Or any other approved brand.					
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
A17.0	Remove existing and replace with new aluminium doors / window ancillaries / accessories and the likes including other necessary works required.					
A17.1	"Reliance" Sliding door lockset	No	1.0		60	50
A17.2	Running Rollers	No	1.0		6	75
A17.3	Running Tracks	MR	1.0		6	75
A17.4	Hinges	No	1.0		8	00
A17.5	Aluminium Strips	MR	1.0		15	00
A17.6	Neoprane Gasket	MR	1.0		30	00
A17.7	Aluminium Handels	No	1.0		15	00
	Or any other approved brand.					
A18.0	Remove existing and replace with new aluminium sliding door /sliding window/casement window/top hung/folded/side hung/flow wind window complete with aluminium frames, hinges, running rollers, lockset, handle and any necessary accessories.	MS	1.0		86	60
A19.0	Remove existing and replace with new aluminium, sliding door/sliding window/casement window/top hung/folded/side hung/flow wind window complete with aluminium frames, hinges, running rollers, lockset, handle, aluminium beads, and vinyl or neoprene with glass panel of the following.					
A19.1	6mm thick Tinted glass	MS	1.0		45	50
A19.2	6mm thick Obscure glass	MS	1.0		55	70
A19.3	6mm thick thick glass	MS	1.0		41	80
A20.0	General repair to existing aluminium sliding door / sliding window/casement window / top hung/folded/side hung flow wind window to smooth opening, including running rollers other accessories and other works work required.	No	1.0		5	00
A21.0	Remove existing and replace with new adjustable aluminium naco louver window frame with clips for 150mm blades, fixing with screw for; -					
A21.1	8 blades (Approx size: 685mm x 1220mm) – Kitchen	Set	1.0		30	00
A21.2	8 Blades (Approx size: 685mm X 1220mm) – laundry area.	Set	1.0		30	00
A22.0	Remove existing and replace with new glass blade					
A22.1	Tinted	No	1.0		20	00
A22.2	Clear / obscured	No	1.0		17	74
A22.3	Wired	No	1.0		29	40
A23.0	Remove existing and replace with new aluminium channel curtain track comprising pull cord, guides, returns, running rollers and other accessories required inclusive fixing to wall.	MR	1.0		30	00
A24.0	Repair existing aluminium curtain track comprising pull cord, guides, return, running rollers, and other accessories required inclusive fixing to its original position.	MR	1.0		20	50
A25.0	Remove existing and replace with new bronze anodized aluminium finish door fixed louvers every 100mm centre (swing type) complete with aluminium frames, hinges, handle, lockset, and other necessary works required to match the existing.					
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
A25.1	Approx door size: 305mm x 2100mm	No	1.0		45	60
A25.2	Approx door size: 900mm x 1200mm	No	1.0		72	20
A25.3	Approx door size: 550mm x 2100mm	No	1.0		80	00
A25.4	Approx door size: 950mm x 2100mm	No	1.0		130	50
A25.5	Approx door size: 305mm x 2100mm	No	1.0		45	60
A25.6	Approx door size: 900mm x 2100mm	No	1.0		125	80
A25.7	Approx door size: 610mm x 1200mm	No	1.0		50	40
A25.8	Approx size: 800mm x 2100mm	No	1.0		110	20
A26.0	Remove existing and replace with new 450mm x 2100mm plywood polyester door complete with new knob lockset hinges, ventilation caps, etc. including other works required to follow existing design as per S.O instruction.	No	1.0		150	00
A27.0	To fabricate and install new Mild steel rubbish chute's door (Approx. size: 485mm x 610mm) including handle, bolts, painting works and other necessary works required.	No	1.0		75	00
A28.0	General repair to existing Mild steel rubbish chute's door to smooth opening, including replacement of new bolts, painting works and other necessary works required.	No	1.0		10	00
A29.0	Remove existing and replace with new mosaic tile to concrete surfaces bedded on Nico bond CT300 ceramic tile adhesive on 20mm cement and sand screed including all necessary works required.					
A29.1	Approx size: 25mm x 25mm	MS	1.0		40	00
A29.2	Approx size: 50mm x 50mm	MS	1.0		40	00
A29.3	Approx size: 100mm x 100mm	MS	1.0		40	00
A29.4	Approx size: 150mm x 150mm	MS	1.0		40	00
A29.5	Approx size: 150mm x 200mm	MS	1.0		40	00
A30.0	Strip off existing waterproofing membrane and prepare surfaces to receive new membrane including preparing and cleaning surface using appropriate solvent to bare concrete.	M2	1.0		5	00
A31.0	Prime concrete surfaces with one coat of an elastomeric acrylic waterproof polymers primer.	M2	1.0		12	00
A32.0	Lay monolithic brush on acrylic type waterproofing membrane inclusive one layer of reinforcement according to manufacturer's instructions:					
A32.1	Floor slab	M2	1.0		29	00
A32.2	Wall	M2	1.0		30	50
A32.3	Skirting not exceeding 200mm high	M	1.0		7	00
A32.4	Flats roofs, sides and bottom of gutters	M2	1.0		35	00
A33.0	Lay cementitious brush on type waterproofing membrane inclusive one layer of reinforcement according to manufacturer's instruction.					
A33.1	Floor slab	M2	1.0		24	00
A33.2	Wall	M2	1.0		25	00
A33.3	Skirting not exceeding 200mm high	M	1.0		6	00
A34.0	Lay torch on type waterproofing membrane					
A34.1	Flat roof, side and bottom of gutter	M2	1.0		35	00
A34.2	Skirting not exceeding 200mm high	M	1.0		8	00
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	₹	₹
A35.0	Spalling concrete Hack, remove and dispose unsound concrete to wall, ceiling, etc and prepare surfaces to receive new structure.	M2	1.0		5	00
A36.0	Remove and replace badly corroded reinforcement exceeding 10mm Ø not exceeding 25mm Ø reinforcement bars and paint 2 coats anti corrosive paint.	M	1.0		2	00
A37.0	Repair badly corroded reinforcement bars by sand blasting or wire brushing and paint with 2 coats of anti-corrosive paint.	M	1.0		1	00
A38.0	Repair spalling concrete with epoxy light weight mortar including applying bonding agent to newly hacked surfaces and paint all rust-free reinforcement/link bars with anti-corrosive primer.	M2	1.0		160	00
A39.0	Crack line Hack and clean all crack line to wall, ceiling, etc. and prepare surfaces to receive mortar.	M	1.0		2	00
A40.0	Hack and clean crack line with air jet, insert injection ports at interval and seal up cracks line with epoxy light weight mortar.	M	1.0		5	00
41.0	Inject epoxy resin starting from bottom/first injection port until it flows to the adjacent port inclusive of removing the ports and patch up all irregularities.	M	1.0		35	00
42.0	Repair crack by patch repair with polymer modifies mortar including applying bonding agent to newly hacked surfaces.	M	1.0		18	00
<b>B</b>	<b><u>SANITARY FITTING AND PLUMBING WORKS</u></b>					
B1.0	Replacement of new Cistern and likes: Remove existing and replace with new 9 liters cistern complete with all necessary connection and accessories requires using:  Armitage Shanks / American Standard Or any approved equivalent	No	1.0		142	60
B2.0	Replacement of new W.C.Seat and likes: Remove existing and replace with new W.C. plastic cover and flap:					
B2.1	Ordinary pedestal pan seat cover (White)	No	1.0		45	00
B2.2	Close Coupled seat cover (White) Or any approved equivalent.	No	1.0		50	00
B3.0	Replacement of new UPVC Flush Pipe Remove existing and replace with new 1½" Ø UPVC flush pipe including connection to cistern and pan, brackets fixing to wall.	No	1.0		15	00
B4.0	Replacement of New Rubber Joint Connector Remove existing and replace with new rubber joint connector for w.c. inlet flush pipe.	No	1.0		12	00
B5.0	Replacement of new bottel / "S"/" P" Traps Remove existing and replace with new wash basin / sink trap complete with short waste: 1½" Ø UPVC Bottle Traps	No	1.0		35	00
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
B6.0	Replacement of New Floor Grilles Remove existing and replace with new floor grilles					
B6.1	3" Ø UPVC grill	No	1.0		10	00
B6.2	3" Ø Chrome plated grille	No	1.0		15	00
B7.0	Replacement of New W.C. Cistern fittings American Standard TF - 1011	No	1.0		59	80
B8.0	New Single lever Shower mixer and the likes: Remove existing and replace with new Single lever Shower mixer, including all accessories works and make good all works disturbed in materials to match existing. Any other approved brand.	Set	1.0		66	70
B9.0	New bath mixer and the likes: Remove existing and replace with new ½" Ø bath mixer complete with telephone shower 900mm flexible hose and including necessary connection and plumbing works required. Any other approved brands.	Set	1.0		240	35
B10.0	New Hand / Telephone head and the likes: Remove existing and replace with new Hand / Telephone shower complete with flexible hose for bath mixer, etc including all other necessary accessories.	No	1.0		50	00
B11.0	New Shower head and the likes: Remove existing and replace with 4" Ø shower head including all the necessary piping / threading required.	No	1.0		40	00
B12.0	New hand spray and the likes Remove existing and replace with new hand spray complete with 900mm long flexible hose.	No	1.0		73	00
B13.0	Replacement of new expansion Bolt: Remove the existing and connect new expansion bolt for w.c. cistern including drilling holes on concrete tile walls.	No	1.0		15	00
B14.0	Replacement of new Water Taps/Concealed Valves and the likes:					
B14.1	New Water Taps: Remove existing and replace with new ½" tap for wash hand basin / sink including piping / threading required:					
B14.1.1	Bi tap (brass)	No	1.0		15	20
B14.1.2	Chrome pillar tap	No	1.0		25	39
B14.1.3	Chrome plated goose neck or swan tap mixer (single hole)	No	1.0		48	30
B14.2	New Concealed Valves Remove existing and replace with Concealed valve (Hot and Cold) including all necessary works and make good all work disturbed in materials to match existing.	No	1.0		17	00
B15.0	Replacement of New Sanitary Accessories and the likes:					
B15.1	New Soap Holder Remove existing and replace with new Soap holder (150mm x 150mm) to match existing. Any approved brand.	No	1.0		23	00
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
B15.2	New Sponge and Soap Holder: Remove existing and replace with new Soap and Sponge holder (250mm x 150mm) to match existing. Any approved brand	No	1.0		36	80
B15.3	New Toilet Roll Holder Remove existing and replace with new 150mm x 150mm Toilet roll holders, plugging and screwing to wall. American Standard / Or any approved brand.	No	1.0		31	05
B15.4	New Aluminium Towel Rail Remove existing and replace with New Aluminium towel rail with bracket (length 900mm – 1200mm)	No	1.0		41	94
B15.5	New Shower Curtain rail Remove existing and replace with new Chrome plated shower curtain / wardrobe cloth's railing complete with bracket.					
B15.5.1	Length – 900 mm -1220mm	No	1.0		31	05
B15.5.2	Length – 1220mm 0 2440mm	No	1.0		82	80
B15.6	New Wall Mirror with Aluminium channel surrounds; Remove and replace with new 6mm mirror glass, copper backed, including 13mm plywood WBP quality backing aluminium channel / timber framing surrounds, plugged and screwed to wall.					
B15.6.1	750 mm x 600 mm	No	1.0		40	00
B15.6.2	900 mm x 610 mm – (Bathroom)	No	1.0		40	00
B15.7	New Glass Shelving Remove existing and replace with new glass shelving including other accessories.					
B15.7.1	600 mm Length.	No	1.0		40	00
B15.8	Replacement of New Brass Gate Valve: Remove existing and replace with new Brass gate valve complete with flexible hose including connection to pipe and all necessary threading works required.					
B15.8.1	½" Ø	No	1.0		12	10
B15.8.2	¾" Ø	No	1.0		16	70
B15.9	Replacement of New Plug and Cain / shower Tray / Long bath / stainless / Wash / Laundry basin and the likes; Remove and replace with new plug and the chain to wash basin / sink, to match existing.	No	1.0		11	50
B15.20	New Shower Tray Remove existing and replace with new 800 mm x 800 mm fiber glass / enameled pressed steel shower tray, to match existing. American Standard Or any approved brand.	No	1.0		236	90
B16.0	New Kitchen Sink Remove existing and replace with new stainless-steel sink including application of silicon sealant.					
B16.1	Single bowl and double drainer	No	1.0		272	31
B16.2	Double bowl and double draiber	No	1.0		386	71
B16.3	Single bowl double drainer	No	1.0		154	10
<b>TOTAL CARRIED FORWARD</b>						

No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
B17.0	New Laundry Basin Remove existing and replace with new stainless-Steel Laundry basin including 1 no. Pillar Tap (Gold) 1 no. Bottle trap, bracket, hanger, fixing and screwing to wall to wall and application silicon sealant.	No	1.0		200	00
B18.0	New wash hand basin Remove existing and replace with new wash hand basin unit including bottle trap, bracket, hanger, fixing and screwing to wall and application of silicon sealant. (American standard)	No	1.0		234	56
B19.0	Replacement of new PVC Door and the likes; To remove existing door and to supply and install new approved PVC door complete with PVC door frame, 2 nosx50mm chrome plated hinges, lockset and to fit size opening to exiting Toilet doors. Approx. size: 750mmx2100mm (H)	No	1.0		200	00
<b>C</b>	<b>PAINTING WORKS</b>					
C1.0	Prepare and including cleaning of existing internal surfaces, sealing, applying one coat of undercoat paint and 2 coats of finishing approved paint or equivalent to plastered brickwall, etc and gloss finish approved paint to metal, wood, etc surfaces as per S.O's instruct.	Unit	1.0		1500	00
C2.0	Touch up paint to internal walls as per S.O instruction	MS	1.0		25	00
<b>D</b>	<b>CLEANING</b>					
D1.0	Clean all surfaces, floor tiles, glass panels and all sanitary fittings using CLR / PETROX and PETROSOL (PETROFAX) or other approved cleaning chemical / compound using approved / proper equipment etc including removal of debris to contractor dump site to S.O.	Unit	1.0		50	00
<b>E</b>	<b>ELECTRICAL</b>					
E1.0	<b>LED LIGHT</b>					
E1.1	11-14W 2 feet LED TUBE (DAY LIGHT)	No	1.0		13	00
E1.2	18-21W 4 feet LED TUBE (DAY LIGHT)	No	1.0		13	00
E1.3	18-21W 5 feet TUBE (DAY LIGHT)	No	1.0		33	00
E2.0	<b>LIGHT FITTING</b>					
E2.1	11-14W 2 feet LED batten type fluorescent fitting	Pc	1.0		25	00
E2.2	18-21W 4 feet LED batten type fluorescent fitting	Pc	1.0		30	00
E2.3	18-21W 4 feet LED batten type fluorescent fitting	Pc	1.0		55	00
E3.0	<b>FAN</b>					
E3.1	Replacement of 16 inc Ceiling fan including switch and others.	No	1.0		88	00
E3.2	Replacement of 16 inc Wall fan including switch and others.	No	1.0		170	00
E3.3	Replacement of 6inc wall type Ventilation Exhaust fan including switch and others.	No	1.0		65	00
E3.4	Replacement of 8inc wall type Ventilation Exhaust fan including switch and others.	No	1.0		70	00
E4.0	<b>DOOR BELL</b>					
E4.1	Replacement of doorbell (similar to existing)	No	1.0		75	00
<b>TOTAL CARRIED FORWARD</b>						



No	Description	Unit	Quantity	Amount		
				Rate	\$	¢
E5.0	<b>SWITCHES</b>					
E5.1	1 gang 1-way switch	Pc	1.0		20	00
E5.2	2 gang 1-way switch	Pc	1.0		22	00
E5.3	3 gang 1-way switch	Pc	1.0		24	00
E5.4	4 gang 1-way switch	Pc	1.0		26	00
E6.0	<b>WIRING POWER AND LIGHTNING</b>					
E6.1	Wiring 13A Single Socket Outlet in a PVC Casing/Conduit using 3 X 1C/2.5mm <sup>2</sup> PVC Cable.	Per/Point	1.0		110	00
E6.2	Wiring 13A Twin Socket Outlet in a PVC Casing/Conduit 3 X 1C/2.5mm <sup>2</sup> PVC Cable.	Per/Point	1.0		120	00
E6.3	Wiring 15A Socket Outlet in a PVC Casing/Conduit using 3 X 1C/4mm <sup>2</sup> PVC Cable.	Per/Point	1.0		150	00
E6.4	Wiring 20A Circuit c/w Isolator 1 Ø/ 3 Ø in a PVC Casing/Conduit 3x1C/4mm <sup>2</sup> PVC Cable.	Per/Point	1.0		190	00
E6.5	Wiring lightning point in a PVC Casing/Conduit using 3x1C1. 5mm <sup>2</sup> PVC Cable inclusive of switches.	Per/Point	1.0		75	00
E6.6	Wiring ceiling fan/exhaust fan motor point in a PVC Casing/Conduit inclusive of switch using 3x1C1. 5mm <sup>2</sup> PVC Cable.	Per/Point	1.0		75	00
E6.7	Wiring doorbell using PVC Casing/Conduit inclusive of push button using 3x1C1. 5mm <sup>2</sup> PVC Cable.	Per/Point	1.0		75	00
<b>GRAND TOTAL</b>						

Cost of supply and fix non-schedule parts plus ten per centum (+10%)

Now it is hereby agreed as follows:

Upon and Subject to the Conditions annexed hereto the Contractor will carry out and complete the works of **ONE YEAR CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT MINISTRY OF HEALTH** under Ministry of Health Complex as ordered by the issue to him of a signed Work Order and to provide and supply all labour, materials, tools and everything necessary for the execution of the said work.

- Plus/Minus .....% (..... per centum)



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

Quotation For : ONE YEAR CONTRACT FOR TERM CONTRACT AND REPAINTING WORKS TO BLOCK F KIARONG, BLOCK H KIULAP, BLOCK C KIARONG, BLOCK RIMBA NURSING QUARTERS AND BLOCK RIMBA HOUSING AND BUNGALOWS BRUNEI MUARA DISTRICT, MINISTRY OF HEALTH

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 1 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 : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B
Company Stamp

2.3 Tel. No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

2.4 Date : \_\_\_\_\_

**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

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 Contractor's 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 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 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.

- (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 Superintending Officer.
- (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 Superintending Officer 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 Superintending Officer's Instructions; and/or
- (c) Fails to comply with the Superintending Officer's Instructions;

for fourteen (14) days after a notice sent to the Contractor, the Superintending Officer 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 forbore 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 Superintending Officer 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, Superintending Officer shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Superintending Officer. In the event that the Contractor does not submit the necessary information required, the Superintending Officer 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**

<p><b>1.0</b></p>	<p><b>Completion Date :</b>                  (If not stated, to be instructed by the Superintending Officer. 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><u>1 year</u> /</p>
<p><b>2.0</b></p>	<p><b>Liquidated and Ascertained Damages (LAD) :</b>                  (If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay).</p>	<p>B\$ _____ per day</p>
<p><b>3.0</b></p>	<p><b>Shortfalls / Defects Liability Period :</b>                  (If none stated, SIX (6) MONTHS from the date of completion).</p>	<p><u>9</u> Months</p>
<p><b>4.0</b></p>	<p><b>Retention Sum :</b>                  (If none stated, FIVE (5%) PERCENT of the Contract Sum).</p>	<p>_____ % of the Contract Sum</p>
<p><b>5.0</b></p>	<p><b>Minimum and Maximum Values of Job Orders :</b>                  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\$ _____                  ≥ B\$ _____</p>
<p><b>6.0</b></p>	<p><b>Approximate Maximum Total Value of All Job Orders for the Contract Period :</b>                  (If not stated, NOT MORE THAN \$2,000.00 - BRUNEI DOLLARS TWO THOUSAND)                  The Superintending Officer 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\$ _____</p>