BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 02.00PM)	Quotation Fee	Requesting Department	Focal Person
1	(06) PSD/QTN/2025/ESTET (MOH)	REPLACEMENT FAULTY PARTS ON BUILDING AUTOMATION SYSTEM AND CHILLER 2 AT CLINICAL MOLECULAR DIAGNOSTICS LABORATORY FOR INFECTIOUS DISEASES (CMDLID), MINISTRY OF HEALTH CLASS II AND ABOVE - / CATEGORY M01 ELIQIBILITY FOR TENDERERS: QUALIFICATION OF SUPPLIER / TENDERER: MUST BE REGISTERED WITH MINISTRY OF HEALTH AND /OR MINISTRY OF DEVELOPMENT PLACE OF SUBMISSION: QUOTATION BOX (GROUND FLOOR) MINISTRY OF HEALTH COMMONWEALTH DRIVE BANDAR SERI BEGAWAN, BB 3910	21/01/2025	08/02/2025	\$5.00	BAHAGIAN PENGURUSAN ESTET DAN PERKEMBANGAN PROJEK KEMENTERIAN KESIHATAN,	HAJAH ROHAYAH BINTI HAJI ABU BAKAR PMK PENOLONG PENGARAH KEMAJUAN PROJEK TEL: 4206721/ 2/3/4/5 ext. 181/188

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 ESTATE MAINTENANCE SECTION TUTONG, MINISTRY OF HEALTH [Tel: 4206721/2/3/4/5 EXT. 181/188].

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.

- 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 and Ministry of Health, with Class II or above, category M01.
 - (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.

- (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 neccessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

- 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.
- 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 unathorised 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 complete before enveloped ad		der documents are to be lodged on or	2:00	PM on	SATURDAY	in a sealed
TENDER / QUO	ATION	(QTN) BOX				
PENGERUSI SEB TINGKAT BAWA KEMENTERIAN I JALAN COMMO NEGARA BRUN	AH KESIHA ONWE	TAN ALTH DRIVE				
The top part of	the se	ealed envelope must be written stating the fol	lowing:-			
Quotation No.	:		tation Cla	osing Date	The second of the second	ernaddinkernaudd Egynedi'i drae Vairdi Tyth han hhad diffe hannllui
Title	;	REPLACEMENT FAULTY PARTS ON BUILDING AI MOLECULAR DIAGNOSTICS LABORATORY FOR		e interacerement of referencement of	angarang mengan negarapangan di samanyang para samaran samanda melihinggan pem	namento e sono transición constituires en constituires en constituires en constituires en constituires en cons

SUMMARY OF TENDER

Tifle	•	REPLACEMENT FAULTY PARTS ON BUIL CLINICAL MOLECULAR DIAGNOSTICS (CMDLID), MINISTRY OF HEALTH						ΑT
Quotation No.	:	FOR	S es parcides plan	MOH No.	•	deken havenija diji desember sembera ka a sasa Per	record Magazillas y discontrat e l'estiglice Al	one with the second

	Unit	Quantity		11100111	Amount		
Description	Unn	Quantity	Rate	\$	¢		
Note: The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted 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.							
BUILDING AUTOMATION SYSTEM		THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPER					
To dismantle existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer:	No	1			And Affilial Advisors was an indicated the second of the s		
CHILLER #1		marin affilia de la companya de la c			***************************************		
To dismantle existing, remove to contractor's own dumping site, supply and install with new contactor for compressor B2 include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer:	No	1					
CHILLER #2							
Circuit A Provision of Labour, and material to replace with new compressor and filter drier to flush out the system with nitrogen, to pressure test and vacuum the system, to supply and charge refrigerant into system, testing and commissioning to normal working conditions.	Lot	1			AND ARREST OF THE STATE OF THE		
Circuit B Provision of Labour, and material to replace suction transducer to rectify refrigerant leaks, to apply nitrogen pressure test to trace the leaks, to flush out the system, to do bracing work, to pressure test and vacuum the system, to supply and charge refrigerant into system, testing and commissioning to normal working conditions.	Lot	1.					
	The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted 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. BUILDING AUTOMATION SYSTEM To dismantile existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer:	The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted 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. BUILDING AUTOMATION SYSTEM To dismantle existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer: Warranty Provided: To dismantle existing, remove to contractor's own dumping site, supply and install with new contactor for compressor B2 include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer: Warranty Provided: Warranty Provided: CHILLER #2 Circuit A Provision of Labour, and material to replace with new compressor and filter drier to flush out the system with nitrogen, to supply and charge refrigerant into system, testing and commissioning to normal working conditions. Circuit B Provision of Labour, and material to replace suction transducer. to rectify refrigerant leaks, to apply nitrogen pressure test to trace the leaks, to flush out the system, to do bracing work, to pressure test and vacuum the system, to do bracing work, to pressure test and vacuum the system, to supply and charge refrigerant into system,	The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted 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. BUILDING AUTOMATION SYSTEM To dismantle existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer:	The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted their prices are considered as having visited the site. No claims for additional payment will be entertained in the ground of misunderstanding or misinterpretation of the conditions, measurement etc. BUILDING AUTOMATION SYSTEM To dismantle existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer: Warranty Provided: CHILLER#1 To dismantle existing, remove to contractor's own dumping site, supply and install with new contactor for compressor 82 include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer: Warranty Provided: CHILLER#2 Circuit A Provision of Labour, and material to replace with new compressor and filter drier to flush out the system with nitrogen, to pressure test and vacuum the system, testing and commissioning to normal working conditions. Circuit B Provision of Labour, and material to replace suction transducer. to supply and charge refrigerant into system, to do bracing work, to pressure test and vacuum the system, to do bracing work, to pressure test and vacuum the system, to supply and charge refrigerant into system,	The contractor shall carry out alte visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Contractor having submitted their prices are considered as having visited the site. No claims for additional payment will be entertained in the ground of misunderstanding or misinterpretation of the conditions, measurement etc. BUILDING AUTOMATION SYSTEM To dismantle existing, remove to contractor's own dumping site, supply and install with new BTU meter include testing and commissioning to normal working condition complete with necessary works needed. Brand Offer: Warranty Provided: CHILLER #1 Chiller #1 Chiller #2 Circuit A Provision of Labour, and material to replace with new compressor and filter dier to flush out the system with nitrogen, to pressure test and vacuum the system, to supply and charge refrigerant into system, to do bracing work, to pressure test and vacuum the system, to do bracing work, to pressure test and vacuum the system, to do bracing work, to pressure test and vacuum the system, to supply introgen pressure test to trace the leaks, to falso having and charge refrigerant into system, to supply nitrogen pressure test to trace the leaks, to falso having work. To supply and charge refrigerant into system, to supply nitrogen pressure test and vacuum the system, to supply nitrogen pressure test to trace the leaks, to falso having and charge refrigerant into system,		

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. 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.

3. 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.

4. WORK ON SITE.

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

5. 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.

6. LOADING / UNLOADING.

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

7. 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.

8. 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 confirm to the best principles of modern practice and be executed by fully qualified electrician.

Installation shall comply, except as modified herein, with:

- 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.
- c. All local regulations for the safety of the public.

9. 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.

10. 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

11. JOB COMPLETION.

The contractor must complete the whole projects in 2 (TWO) MONTHS.

12. FAILURE TO COMPLY.

Failure to complete the job within the specified time the supervising officer may take appropriate action and impose a penalty of \$ ____ 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.



A /	1.	
	2.	
-	3.	
FOR OFF	CIAL USE ONI	LY

	ation For :			H (1985) [10] [10] [10] [10] [10] [10] [10] [10]			AND CHILLER 2, AT CLINICAL S (CMDLID), MINISTRY OF HEALTH
Quot	ation No. :				Closed On :		Receipt No. :
PART	A - AGREEMENT						
1.0	On behalf of						I, the undersigned, agree to carry
	10 10 11			Supply * for a su	m of B\$ $_{}$		·
	(or),						
	At Schedule o	f Rates	attache		S (5)		additional (+) / a deduction (-)* stated in PART C - APPENDIX Item 6.0.
	And,						
	within the Contro	act Perio	od of	2 (TWO) 🗦	ays / Weeks / Ma	onths * in accordanc	ce with the terms and conditions below.
							В
2.0	Owner / Directo	or*'s	:				
	Signature & Na	me					
	IC No.		:				
2.1	Signature & Na Witness	me of	:				
	IC No.		:				
2.2	Company Add	ress	:				
							Company Stamp
2.3	Tel. No. : Date :				-ax No. :		E-mail :
		ITD A CT	(FOR OFF	ICIAL HEE ONLY			
	EPTANCE OF COM		-				
3.0	of the above f						
	(Brunei Dollars		тт от Бф	8		·)
	or						
	At Schedule o	f Rates	attache	d subject to the	e adjustment p	ercentage of an	additional (+) / a deduction (-)*
						the state of the s	in PART C - APPENDIX Item 6.0.
	And,						
	within the Contro	act Perio	od of	D	ays / Weeks / Mo	onths * in accordanc	e with the terms and conditions below.
4.0							С
4.1	()			
4.1							
4.2	Signature & Na of witness	me :				1	Department Stamp
4.3	Address :		1			,	Вераннен запр
4.4	Tel. No. :				Fax No. :		E-mail :
4.5	Date of Contra				Appr	oval No. :	
4.6	The Superintend	ding Of	ficer is	:			
4.7	The Starting Da	te is on		:			
	Note: An	asterisk	* indicates	text that is to be d	eleted as appropi	iate	

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 Starling, 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) <u>as stated in the Appendix.</u>

- (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 forborne to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing on forbearing to show favour or distovour 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

1,0	Completion Date:		2 (TWO) MONTHS	<i>†</i>
	(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.			
2.0	Liquidated and Ascertained Damages (LAD) :	B\$		per day
	(If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay).	•		
3.0	Shortfalls / Defects Liability Period :			Months
i	(If none stated, SIX (6) MONTHS from the date of completion).	-		
4.0	Refention Sum :		5	% of the Contract Sum
	(If none stated, FIVE (5%) PERCENT of the Contract Sum),			
5.0	Minimum and Maximum Values of Job Orders :			
	Minimum value of any one Job Order to be issued	≤ B\$		
	Maximum value of any one Job Order to be issued	≥ B\$		
	(If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).	•		
6.0	Approximate Maximum Total Value of All Job Orders for the Contract Period :	≤ B\$		
	(If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS)	-		
	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.			

SITE VISIT FORM

ESTATE MAINTENANCE SECTION PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH HOSPITAL, TUTONG MINISTRY OF HEALTH

Project Title	;	REPLACEMENT FAULTY PARTS ON BUILD AND CHILLER 2, AT CLINICAL MOLECULAR FOR INFECTIOUS DISEASES (CMDLID), MIN	DIAGNOSTICS LABORATORY
Tender / Quotation No	:		
Company	;		
Date of Visit	:		
		y has visited the site, i.e. location of work (s) and all cost incurred throughout the work	
I (our Company) also agree roccur during the Contract P		laim additional charges to Ministry of Health s	should accident(s) or damage(s)
Name and Signatur	e	_	
Date :		<u> </u>	Company Stamp
FOR OFFICAL USE ONLY			
Name and Signatur	 e	_	1 T T T T T T T T T T T T T T T T T T T
Date :			Department Stamp

Note:

The Tenderer shall satisfy himself as to the nature of the site / ground condition and location. This form is to be attached and submitted together with the Tender / Quotation documents.