

REFERENCE OF TENDER	DESCRIPTION OF TENDER	TIME PERIOD OF TENDER	DEPARTMENT/DIVISION/UNIT REQUESTING TENDER	FEES	CLOSING DATE NOT LATER THAN 2.00PM	FOCAL PERSON
KK/23/2025/ESTETMOH	<p>NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE</p> <p><u>Eligibility for Tenderers:</u> Registered with Ministry of Health and Ministry of Development</p> <p><u>Class:</u> II or above</p> <p><u>Category:</u> M03 and E01</p>	-	ESTET MANAGEMENT & PROJECT DEVELOPMENT	\$30.00	25 TH FEB 2025	<p><i>Acting Assistant Director of Project Development Estet Management & Project Development Ministry of Health Negara Brunei Darussalam Contact No.: 2381640 ext. 7926/7924/7928</i></p>

TENDER REFERENCE NO.: KK/23/2025/ESTETMOH

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI
PERAK SENGKURONG HEALTH CENTRE**

TENDER FEES : \$30.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 25TH FEBRUARY 2025

TIME : 2.00 PM

FOA :

**THE CHAIRMAN
MINI TENDER BOARD, TENDER BOX
GROUND FLOOR, MINISTRY OF HEALTH
COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB3910
NEGARA BRUNEI DARUSSALAM**

(CLUSTERING)

MINISTRY OF HEALTH

NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE

Prepared by
ESTATE MANAGEMENT
MINISTRY OF HEALTH

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	INTERPRETATION	1
3.	ELIGIBILITY	2
4.	CONFIDENTIALITY	2
5.	FORM OF CONTRACT	2
6.	SUBMISSION OF TENDER	3
7.	VALIDITY PERIOD OF TENDER	4
8.	AMENDMENT OR ADDITION TO THE INVITATION TO TENDER	4
9.	WITHDRAWAL OF TENDER	5
10.	TENDER PRICE	5
11.	SUFFICIENCY OF TENDER PRICE	5
12.	CLARIFICATION PRIOR TO TENDER	5
13.	OWNERSHIP OF TENDER DOCUMENTS	5
14.	TENDER CLOSING DATE	5
15.	LATE TENDERS	6
16.	TENDERERS TO INFORM THEMSELVES	6
17.	SUB-CONTRACTORS	7
18.	ERRORS IN TENDERS	7
19.	CLARIFICATION OF TENDERS BY GOVERNMENT	8
20.	CONDUCT OF TENDERER	8
21.	CANVASSING	8
22.	EXPENSE OF TENDERER	8
23.	INVALID TENDERS	8
24.	ACCEPTANCE OF TENDER	9
25.	COPYRIGHT	9
26.	PERFORMANCE BOND	9
27.	FORMS TO BE USED	9
28.	COMPLIANCE WITH INSTRUCTIONS TO TENDERERS	10
29.	EVALUTATION OF TENDER	10
	APPENDIX 1: ACKNOWLEDGEMENT OF INVITATION TO TENDER	11
	APPENDIX 2: CLARIFICATION NOTICE	12

SECTION 1

INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for **NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE**

2. INTERPRETATION

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

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

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

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

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

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

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

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

“**Tender**” means the Tenderer’s response to this Invitation To Tender;

“**Tender Closing Date**” means the date and time specified for the submission of the Tender;

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

“**Validity Period**” means the time period during which the Government may accept a Tender.

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

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

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

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

3. ELIGIBILITY

- 3.1 Only companies which are involved in maintenance services for air-conditioning and ventilation which are registered with *Ministry of Development* and registered with the Ministry of Health are eligible to participate in this Invitation to Tender (**Class II and above with Category MO3 & EO1**).
- 3.2 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender.

4. CONFIDENTIALITY

- 4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, be disclosed in whole or in part to any third party, or to any employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender.
- 4.2 The Government may require any unsuccessful Tenderer to return any specification, plans, patterns, samples or instructions issued by the Government.
- 4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153) which relates to the safeguarding of official information.

5. FORM OF CONTRACT

- 5.1 The successful Tenderer shall be required to enter into an agreement with the Government in substantially the form enclosed at **Section 4** in this Invitation To Tender, or as otherwise agreed between the successful Tenderer and the Government.
- 5.2 The final decision to appoint a successful Tenderer or not will rest with the Government in its sole and absolute discretion. The Government will not be bound to accept the provision of any products and/or services tendered by any Tenderer unless and until the execution of the Contract by the successful Tenderer.

6. SUBMISSION OF TENDER

- 6.1 All Tenders must comprise of the following:
- 6.1.1 the **Tender Form** provided in **Section 3** in this Invitation To Tender duly completed in accordance with the requirements stipulated therein;
- 6.1.2 documentary evidence required under Clause 27 below;
- and comply with the following requirements:
- 6.1.3 the Tender must be in English;
- 6.1.4 each page must be numbered consecutively;
- 6.1.5 wherever possible, the Tender submitted should not exceed A4 paper size; and

- 6.1.6 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. loose leaf binding is not acceptable).
- 6.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.
- 6.3 The Tender, including the Tender Form and all other accompanying documents are to be put in an envelope, sealed and must be submitted in **two (2) sets** made up of **one (1)** original and **one (1)** duplicate. All sets shall be bound and clearly labelled as ORIGINAL and DUPLICATE ONE respectively. All Tenders must be addressed to:

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

- 6.4 The envelope containing the Tender:
- (a) shall **not** bear the name or address of the Tenderer, and
 - (b) shall **have** on its **top left-hand**:
 - (i) the Tender number;
 - (ii) and the words

"DO NOT OPEN BEFORE 2.00 p.m., On Tuesday, 25th February 2025"; and

- (ii) the closing date and time of the Tender.
- (c) shall bear the following description of the project, namely:

"NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE - KK/23/2025/ESTETMOH"

- 6.5 For the ORIGINAL:
- (a) All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorized representative.
 - (b) All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorized agent or officer of the Tenderer.
 - (c) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.
 - (d) All pages must be numbered.
- 6.7 All documents and materials must be submitted at the same time. Materials such as published articles, brochures and pamphlets submitted with the Tender must be stamped with the name of the Tenderer and securely packaged with the Tender.
- 6.8 Submission of Tender by telex, telegram or facsimile is **not** permitted.

7. VALIDITY PERIOD OF TENDER

7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of six (6) months from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

7.2 Where the Government seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond will result in the Tender not being considered further.

8. **AMENDMENT OR ADDITION TO THE INVITATION TO TENDER**

8.1 The Government reserves the right to issue amendments or additions to these Invitation To Tender at any time before the Tender Closing Date. Any such amendment shall be numbered, dated and issued by the Government Project Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing date.

8.2 The Government will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding such amendments or additions to the Tenderers' address as advised by the Tenderer in the **Invitation To Tender Acknowledgment Form**. The said form shall be in the format set out in **Appendix 1** to these Instructions to Tenderers. It is a condition of this Invitation To Tender that any amendment or addition forwarded by the Government to the Tenderer in accordance with this clause shall be deemed to have been duly given if this information is forwarded to such address.

9. **WITHDRAWAL OF TENDER**

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

10. **TENDER PRICE**

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

11. **SUFFICIENCY OF TENDER PRICE**

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

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

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

*Head of Section
Kondominium Ong Sum Ping, Block 2G
Estate Maintenance and Project Development Section, MOH
Telephone no: 2381640*

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

13. OWNERSHIP OF TENDER DOCUMENTS

- 13.1 By submitting a Tender, the Tenderer:
- 13.1.1 licences the Government to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and
- 13.1.2 acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.
- 13.2 The Government acknowledges that, subject to Clause 13.1 above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

14. TENDER CLOSING DATE

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

15. LATE TENDERS

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

16. TENDERERS TO INFORM THEMSELVES

- 16.1 By responding to this Invitation To Tender, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:
- 16.1.1 the necessary skills, knowledge and experience to provide the Services sought;
- 16.1.2 in preparing its Tender:
- (a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender; and
- (b) made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Tenderer's obligations under the Contract; and
- (c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Government **except** where such warranty or representation is contained in this Invitation To Tender or made through the processes specified by these Instructions To Tenderers; and

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

17. SUB-CONTRACTORS

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

18. ERRORS IN TENDERS

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

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

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

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

18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.

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

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

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

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

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

19. CLARIFICATION OF TENDERS BY GOVERNMENT

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

- 19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or
 - 19.1.2 call for interviews with Tenderers; or
 - 19.1.3 request Tenderers to provide additional information in writing;
 - 19.1.4 request Tenderers to provide sample of the Goods; or
 - 19.1.5 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.
- 19.2 Where requested to clarify any matter contained in the Tender or to provide additional information or sample, Tenderers shall provide such sample and/or clarification and/or additional information in writing at the time and place stipulated by the Government. Failure to comply with any such request may result in the Tender being excluded from further consideration.
- 19.3 In the event that any clarification, additional information, sample, presentation or site inspection is requested from a Tenderer by the Government, the Tenderer shall provide such clarification, additional information, sample, presentation or site inspection at no cost to the Government whatsoever.

20. CONDUCT OF TENDERER

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

21. CANVASSING

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

22. EXPENSE OF TENDERER

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

23. INVALID TENDERS

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

24. ACCEPTANCE OF TENDER

- 24.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefor.
- 24.2 When accepting the Tender, the Government may accept the whole or any part(s) of the Tender in which event, the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Tender.

- 24.3 The successful Tenderer or Tenderers (as the case may be) shall be required to enter into a contract with the Government in substantially the form enclosed at **Section 4** of this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government. In the event that the Tenderer is a duly authorised agent, the formal agreement is to be executed with the principal.
- 24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.
- 24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

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

26. PERFORMANCE BOND [NOT APPLICABLE TO THIS TENDER]

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

27. FORMS TO BE USED

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

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

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

29. EVALUATION OF TENDER

Evaluation Objective

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

Evaluation Process

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

Shortlisting

- 29.3 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.
- 29.4 If the Government performs such a shortlisting exercise, then Government may exclude from further evaluation and consideration Tenders which are not included on the shortlist. The Government may at any time and in its sole discretion, include on the shortlist any Tender which was not initially included on the shortlist.

Enquiries of Referees And Others

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

TABLE OF CONTENTS

	<u>PAGE</u>
1. GENERAL	2/10
2. SCOPE OF WORKS	2/10
3. CONTRACT PRICE AND PAYMENT	3/10
4. HEALTH AND SAFETY, PRECAUTION AGAINST CONTROL	3/10
5. PROTECTION AGAINST EXISTING PLANTS AND EQUIPMENTS	4/10
6. INSURANCES	4/10
7. DELAYS AND LIQUIDATED DAMAGES	4/10
8. INSPECTION	4/10
9. LOG BOOKS AND REPORTS	5/10
10. RESPONSE TIME AND PENALTY	5/10
11. DOWN TIME	5/10
12. PARTICULAR SPECIFICATION	5/10
13. SCHEDULE A (SUMMARY OF QUOTATION)	6/10

SECTION 2
SPECIFICATIONS

TENDER REFERENCE NO: KK/23/2025/ESTETMOH(TC)

INVITATION TO TENDER
NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENKURONG HEALTH CENTRE

1. GENERAL

- Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of the works at the locations set out in SUMMARY OF TENDER – completion duration of Three (3) Months.
- The Tenderer shall provide the services inclusive making report and advice of all necessary spare parts and replacement parts to ensure that the electrical equipments, devices and etc. is kept in good working order and condition and functioning efficiently within the manufacturer's specification.
- To enable the proper evaluation of the Tender, Tenderers must complete the list of registered personnel with full details of their qualifications and experiences for Mechanical and Electrical engineering works as set out in Section 3
- All prices to be quoted shall include services attending, labor and transport charges during and after working hours inclusive public holidays.

2. 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:

- This contract is for the supply and provision of all necessary labour, materials, supervision, moving, hoisting, packing, cartage, risk, fixing in the required position plant, tools, implements, scaffolding, screens, footways, boarding, temporary enclosures, establishment charges, profit and every other thing required in the construction and maintenance and the carrying out all the conditions of the contract
- Contractor shall visit the site and shall consider all relevant aspects of works. No claim for adjustment to the price due to ignorance of the site conditions shall be entertained.
- Supply, install, test and commissioning, warranty of the following standby generator set inclusive of fuel tank, piping, exhaust system, cooling system & intake louvers, electrical controls, pump and necessary installation items and accessories and terminations as specified.
- The complete unit shall comprise also but not limited to:
 - Digital control panel
 - Digital voltage regulator
 - Integral vibration isolation
 - Factory installed soundproof and weatherproof enclosure with 85 dbA
 - Internal silencer
 - Self ventilated and dustproof construction
 - Large canopy door for full access to engine for maintenance
 - External drain plugs for oil, field and water
 - Factory build sub-base fuel tank c/w large fuel gauge

- Sturdy weatherproof steel bonnet on a heavy-duty steel skid base
 - Balance point lifting hook and modular design
 - Fully appointed control panels for ease of use and monitoring
 - Built-in AMF Control panel, Metal clad IP55 modular type tested switchboard frame c/w insulated TP&N tinned copper busbar support.
 - 4P incoming and outgoing moulded case circuit breaker feeder 600A with (50KA) minimum symmetrical Amp rating as per manufacturer's recommendation to MOH approved equivalent c/w digital DTL O/C, EF, relays, CT, protection coil class '5P10' and accessories specification c/w wiring and interconnection works.
 - Emergency stop device and warning lamps
- Rate to be included for all below items by the tenderer while pricing this item and no extra charges will claim. Generator to be having warrantee for five years including Batteries, Charger, Servicing replacing of filters and flush out old engine oil after every one year and fill with new engine oil, new filters, monthly, quarterly, half year and yearly maintenance, any other part like AVR, Digital Module, MCCB, ECU, Protection relays or any other spare parts found damage will deem to replace without any extra charge by the contractor.
 - Safety features shall equip with emergency stop button, non-slip flooring and safety sensors to prevent accidents, handrails, LED lighting, backup battery and etc.
 - Affected plastered surfaces to be clean and brushed down and to paint the affected area used shall be match with the existing paint if required thoroughly if found dirty.
 - The equipment and associated work shall be covered with **Five (5) years warranty inclusive Corrective Maintenance (CM) and Planned Preventative Maintenance (PPM).**
 - **During the warranty period**, the Contractor shall be responsible for all costs involved in correcting faulty workmanship and materials supplied and installed and shall supply free of charge for any spare parts and labour cost to replace any defective components.
 - The exact location shall be determined on site prior to installation.

Note: Special care shall be taken not to dirty or damage the finishes of the premises. The Contractor has to make good and clean after work.

3. CONTRACT PRICE AND PAYMENT

- The Tenderer shall quote the cost of an annual service contract which shall consist of the maintenance services charges and the cost of parts replaced (if any).
- The Contractor shall submit the invoice of the previous month **on the first week of the following month.** All claims shall be addressed to:

Head of Estate
Brunei Muara Services and Health Centres Section
Block 2G Ong Sum Ping
Ministry of Health
Negara Brunei Darussalam

4. HEALTH AND SAFETY, PRECAUTION AGAINST CONTROL

The Tenderer shall provide all necessary measure, comply with all health and safety regulations and rules that are force, and comply with all orders and instructions given to him from time to time by the Superintending Officer in regard to health and safety persons in the vicinity of the site and including safety and other regulation in force in the Hospital, Health Centers and Clinics and any requirements of local authority and/or public service authority. No

claim by the Tenderer for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due to lack of knowledge of these conditions, regulations and requirements.

5. PROTECTION AGAINST EXISTING PLANTS AND EQUIPMENTS

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

6. 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 remain 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.

7. DELAYS AND LIQUIDATED DAMAGES

If the Contractor:

fails to complete the Services within the Down Time specified in Clause 8 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.

8. INSPECTION

- The S.O. has the authority to inspect and test any part or the whole of the system at any time but not to open-up, disconnect, adjust or alter any setting, component of control, except to operate the external switches and controls.
- The S.O. reserves the right to ask the Contractor or his representative during a routine maintenance visit or by giving seven (7) days written notice to carry out a supervised installation test.
- Any defects found during the test which would affect the installation's performance, safety or life shall be corrected without delay. If the defect can reasonably be attributed to negligence or incompetence on the part of the contractor's expense, the cost of correcting the defect shall be borne by the Contractor and at no extra charge to the Ministry.

9. LOG BOOKS AND REPORTS

- A record of the work request/complaint on each attend visit shall be noted in the log book by the Contractor and notify by S.O. incharge as per location.
- The log book must show the date, time and duration of work performed; a description of work performed and the name of the contractor's personnel responsible for performing the work.
- Completion of the maintenance visit shall be affixed via the technician's signature and shall be confirmed in writing by the Superintending Officer or his representative.
- The log book must be available for inspection by the S.O. at any time.
- **Warranty Period** : New parts with warranty shall indicate with the following information by using permanent marker or label with adhesive label/sticker to indicate the date of installation, end date of warranty period and Work Request Number.
- The Contractor shall also submit Maintenance Service Reports in format acceptable to the Government and shall include the following information:
 - Reference number of any equipment of the system;
 - the job number;
 - the date the job was completed;
 - date, time and total time any equipment of the system is made unavailable to the Government;
 - name of contractor's technician/personnel responsible for carrying out the job; and the comments of the person requesting the Maintenance Service

10. RESPONSE TIME AND PENALTY

The Response Time of the works after complain received shall in all cases not exceed One (1) hour arrive onsite attend to request during the liability period. If fail to comply a penalty charge will be enforced at the sum of Fifty Brunei Dollars (B\$50.00) per hour.

11. DOWN TIME

The Down Time of the Corrective Maintenance Services shall in all cases not exceed three (3) working days.

12. PARTICULAR SPECIFICATION

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.

- 12.1 The tender is open to competent and registered electrical company which has qualified and skilled electrical Technicians to take charge of the contract works during the duration of the contract.
- 12.2 All prices include labour, parts and transport charges.
- 12.3 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**

SCHEDULE A

SUMMARY OF QUOTATION

TITLE : NEW GENERATOR UNIT AT OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
					\$	¢
	<p>NOTE: Contractor shall carry out site visit/inspection prior to quotation. Supply all labour, materials, tools, equipment's and everything else deemed necessary to the proper execution of the following works as directed and to S.O. satisfaction. Rate shall include testing and commissioning and to make good all works disturb to match existing or as directed by S.O. and to remove debris to contractor's own dumping yard. No claims for additional payment will be entertained on the ground of misunderstanding or misinterpretation of the conditions, measurement etc.</p> <p>NEW GENERATOR UNIT</p>					
1.0	Package Standby Soundproof Canopy Diesel Fuel Generator Set of 350kVA, standby rated at 0.8PF lagging, 415V, 50Hz, 1500 rpm turbo-charged engine complete with AMF control panel including diesel fuel tank, copper piping with necessary valve, Motorized operated pump and weatherproof & soundproof enclosure. Refer to Scope of Works for the full details.	1	NO			
2.0	24VDC x 2 maintenance free lead Acid batteries with automatic charger	1	LOT			
3.0	Low fuel supply sensing for fuel tank c/w connection to gen set master control module c/w sensing, alarm, indication device and interconnection.	1	LOT			
4.0	Separate earthing for genset, alternator, AMF panel c/w 50mm UG earth cable and 75mm ² copper tapes, earth rods, connection, earth chamber etc. to achieve not more than 1 ohm. All earthing to fuse weld or approved equivalent. Testing and commissioning to IE and DES requirement	1	LOT			
Total Amount Carried Forward						

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
					\$	¢
Brought Forward						
5.0	Supply and lay 1x4C/185mm2 XLPE/SWA/PVC cable c/w glands, lugs, pipe sleeve and all other required accessories for complete installation including termination boxes and control modules, hacking & making good. Approx : 70 meter	1	LOT			
6.0	Supply and install 800A/4P NEW Motorized Air Circuit Breakers with interlocking plates, Bowden cables for Genset c/w Mechanical & Electrical mechanism with one On and one OFF, shunt trip coils, Motors, shunt release facilities, Bus bars for 800A power cables connections and necessary cabling works and other accessories.	1	LOT			
7.0	Sensing cable and termination using 1 X 4C/2.5mm2 XLPE/SWA/PVC Underground cable laid on cable and all associated works to ensure safe changeover of supply in the auto transfer switch. Price shall include hacking of wall/floor and making good of works affected by the installation works.	1	LOT			
8.0	Plastic numbered ferrules for identification of all control cables/wiring, engraved traffolyte labels for identification of control components, MCCB etc. c/w riveting according to DES requirements.	1	LOT			
9.0	Generator concrete plinth c/w piling (if needed), barrier and zebra painting, metal roof canopy to house the genset and all necessary accessories to protect the genset from weather conditions. Size of plinth, piling and metal roof canopy to suit actual generator set requirements. Contractor to submit shop drawing details for C&S Engineer's review.	1	LOT			
Total Amount Carried Forward						

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
					\$	¢
Brought Forward						
10.0	To supply high grade diesel fuel to storage tank to full capacity, including top-up of tank during defects liability period.	1	LOT			
11.0	Supply & install new IP55 weatherproof outdoor 100A TPN Compound Lighting Control Panel c/w industrial photo cell, time switch, contactors, 18 ways MCB of 32A 1 Pole with a proper cemented plinth above the ground and all related works. Also to supply & Install new power cables for new DB/CL lay from Main Switchboard.	1	LOT			
12.0	To make proper cemented Pavement walkway. Supply and placement of sub-base materials crushed stones, gravel, Compaction of sub base in layers to achieve required thickness and stability. Installation of Concrete pavement, including formwork, placing of reinforcement and casting. To form a thickness as 100mm, smooth surface finishing with necessary expansion and construction joints c/w surface treatment of non-slip coating. Materials to be used high quality, cement to be ready mix cement (RMC) with a design mix of M20/C25 conforming to ASTM C94/BS8500.	1	LOT			
13.0	To clear the site from vegetation, debris, grass, trees or any obstruction along the designated walkway path for preparing of walkway, DB / CL (Compound lighting) and plinth for generator including any other unnecessary accessories comes in contact	1	LOT			
Total Amount Carried Forward						

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
					\$	¢
Brought Forward						
14.0	To make a proper weatherproof metal fencing around the generator c/w strong & rigid bars for holding fencing. Also fencing should be installed to the plinth with cement for strong and long last.	1	LOT			
15.0	To supply and install metal door anti rust weatherproof type with locking facilities and other necessary accessories.	1	LOT			
16.0	To supply & Install new roofing for new generator with proper metal bars and weatherproof sheets. To install a rain drop ducking. Roof should be at least longer to avoid any rain enter the generator floor.	1	LOT			
17.0	Supply & install new Solar lighting 50Watts at every corner of the fencing.	4	NOS			
18.0	To dismantle existing generator, to remove existing metal cage and all metals, to remove existing metal roofing, to make use of all these metal to make a new fencing for new generator, and transport existing generator to the area instructed by SO	1	LOT			
19.0	<u>TESTING & COMMISSIONING</u> To conduct testing & commissioning of and new AT MCCB c/w function of changeover mechanism and transferring of loads in correct manners and return back to normal supply after resuming power outages and Testing and commissioning of generator for new battery installation Warranty Period: Five (5) years warranty inclusive Corrective Maintenance (CM) and Planned Preventative Maintenance (PPM).	1	LOT			
Total Amount Carried Forward						

SECTION 3

CONTENTS

	TENDER FORM
SCHEDULE A	INFORMATION SUMMARY
SCHEDULE B	SUB CONTRACTORS
SCHEDULE C	COMPANYS PROFILE
SCHEDULE D	REFERENCES
SCHEDULE E	TENDERER'S INTEGRITY DECLARATAION
SCHEDULE F	COMPLIANCE FORM

SECTION 3

TENDER FORM

To:

TENDER REFERENCE NO: KK/23/2025/ESTETMOH(TC)

**INVITATION TO TENDER
NEW GENERATOR UNIT AT EXISTING OLD BLOCK JUBLI PERAK SENKURONG HEALTH
CENTRE**

TENDER OF (*name of tenderer*)

Company/Business Registration No _____

Tender Closing Date: _____

ITEM NO.	DESCRIPTION	REFER PAGE	PRICE (B\$)
TOTAL COST FOR THREE (3) YEARS (B\$)			

1. We offer and undertake on your acceptance of our Tender to provide the above mentioned services in accordance with your Invitation To Tender.
2. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
3. We shall execute a formal agreement in the appropriate form set out in Section 4 – Contract of the Invitation to Tender together with such further terms and conditions, if any, agreed between the Government and us.
4. OUR OFFER IS VALID FOR **SIX (6)** CALENDER MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this _____ day of _____, 2025

Signature of authorised officer of Tenderer

Name:

Designation:

Tenderer's official stamp:

SCHEDULE A

INFORMATION SUMMARY

- 2.1 Tenderers shall provide in this Schedule the following information:
- (a) Management summary
 - (b) Company profile [including Contractor and sub-contractor(s), if any]
 - (c) Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
 - Replacement of existing main water tank & other miscellaneous works.
 - (d) Minimum manpower proposal for the project which will be full time on site
 - (e) Other information which is considered relevant.

SCHEDULE B

SUB-CONTRACTORS

- 3.1 Tenderers shall complete Table 3 with information about all the companies involved in the provision of the services and items specified in this tender. This shall include details about the Contractor and each sub-contractor involved, as well as their respective responsibilities.
- 3.2 Tenderers shall also indicate in Table 3.1 any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

Table 3.1: Responsibility Table

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

SCHEDULE C

COMPANY'S PROFILE

4.1 Each of the companies involved in this tender, including Contractor and subcontractor(s) (if any), shall provide information on the company's background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration with the Ministry of Development.

Name of company :

Registration No :

Type Of Company :
(Sdn.Bhd., Partnership, Sole proprietor, Joint Venture, Trading Co.)

Authrosied Capital (B\$) :..... Paid-up Capital (B\$) :.....

Banker for the Company's business:.....

Table 4 – Shareholders Table

Directors/Shareholders/ Proprietor	Percentage Share	Brunei I/C Number	Immigration Status

Current workforce (No.of persoms) in Brunei :-

- | | |
|---------------------------|---------------------|
| a) Management :..... | b) Engimeers :..... |
| c) Technicians:..... | d) Tradesman :..... |
| e) Trainee/Workman :..... | f) Others :..... |

TOTAL WORKFORCE

No. of persons

We certify that the above information is correct.

SCHEDULE D

REFERENCES

- 5.1 Tenderers shall submit a list of customers in Table 4.1 to whom the Contractor has provided similar works and items as specified in this tender in the recent 5 years as of the Tender Closing Date.

Table 5.1: References of previous customers

Customer Name & Address	Customer Type (Gov't or Quasi-Gov't)	Contact Person	Title	Contact Number Fax Number & Email Address

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

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

SCHEDULE E

DECLARATION

**PENGAKUAN PENENDER
*TENDERER'S DECLARATION***

SCHEDULE F

STATEMENT OF COMPLIANCE

7.1 Tenderers shall indicate their compliance by providing a compliance table in Table 7 with clause by clause including sub-clause by sub-clause statement of compliance corresponding to all the sections of Section 2 – Specifications.

7.2 Proposal without the compliance table will be considered incomplete and will be disqualified.

Table 7: Compliance Table

Section	Descriptions	Compliance ¹		Remarks ²
		Yes	No	
1	Instruction To Tenderers			
2	Specification			
3	Form to be used			
4	Articles of Agreement			
	& Condition of Contract			

Note:

¹ Please put a tick (✓) at “Yes” column if complied, and a tick (✓) at “No” column if not complied.

² Where appropriate, Tenderer shall specify how the requirement will be met in the Remarks column.

SITE VISIT FORM

PROJECT REFERENCE NO.: _____

PROJECT TITLE: _____

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

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

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