

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/28/2025/TUT(TC)	THE PROVISION OF SECURITY SERVICES FOR BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AI- MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE) FOR A PERIOD OF A FIVE(5) YEARS	5 YEARS	HOSPITAL PMMPMHAMB TUTONG	\$1,000.00	18 TH FEB 2025	<p><i>Haji Mohammad Danil bin Haji Othman Pentadbiran Hospital Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah Hospital (PMMPMHAMB) Tutong, Ministry of Health Negara Brunei Darussalam Contact No.: 4221010 ext. 503</i></p>

TENDER REFERENCE NO.: KK/28/2025/TUT(TC)

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**THE PROVISION OF SECURITY SERVICES FOR BUILDING
OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI
AI- MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL,
BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND
BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION
(NICE) FOR A PERIOD OF FIVE (5) YEARS**

TENDER FEES : \$1,000.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 18TH 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)

SECTION 2

SERVICES SPECIFICATION

TENDER REFERENCE NO.: KK/28/2025/TUT(TC)

INVITATION TO TENDER

THE PROVISION OF SECURITY SERVICES FOR BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE) FOR A PERIOD OF FIVE (5) YEARS

1. GENERAL

- 1.1. The Ministry of Health (hereinafter referred to as 'MOH') in its continuous effort to improve and enhance the safety and security in the handling of Government assets as well as its staff and the public from any threats and risks such as theft, fire, sabotage and invasions intends to procure security services in the hope to give assurance that such threats and risks can be avoided.
- 1.2. Tenderers are sought from suitably qualified security service companies who wish to be considered for the provision of security services (hereinafter 'the Services') at **BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE)** (hereinafter referred to as "the Site").
- 1.3. The duration of the Services is for FIVE (5) YEARS.
- 1.4. Tenderers shall observe and consider the Scope of Work in this Section 2 "Specifications" of this Tender document before submitting the offer to tender.

2. SCOPE OF WORK

The successful Tenderer (hereinafter referred to as 'the Vendor') shall observe and consider the following:

2.1. Supply of Security Guard(s)

- 2.1.1. The Vendor shall be responsible for providing Security Services for the premises as set out in Schedule A.
- 2.1.2. The Vendor shall be responsible for providing Security Services during working hours as set out in Schedule B.
- 2.1.3. The Vendor shall provide an adequate number of Security Guards as specified in Schedule C.
- 2.1.4. The Vendor hereby warrants that all security guard(s) assigned or tasked by the Vendor to carry out the Services are properly trained and well equipped to perform the Services.
- 2.1.5. In addition to the number of security guard(s), the Vendor shall at no extra charge to Management of Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah (PMMPMHAMB) Hospital, appoint a supervisor (hereinafter referred to as the "Vendor Supervisor") whose responsibilities shall include:

- 2.1.5.1. Monitoring and reviewing the performance of the security guard(s);
- 2.1.5.2. Identifying recurring problems and recommending replacements of security guard(s) when necessary;
- 2.1.5.3. Liaising with the Superintending Officer with regards to the performance of the Services by the Vendor.

2.1.6. DHS, MOH may require the Vendor to replace the Vendor Supervisor and/or any security guard(s) assigned or tasked by the Vendor to perform the Services if DHS, MOH reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Services or good personnel relations within MOH's organization.

2.1.7. The Vendor shall ensure that the Vendor Supervisor and all security guard(s) assigned or tasked by the Vendor to perform Services:

- 2.1.7.1. Are equipped with the appropriate communication devices (e.g., walkie-talkies) to ensure that the Superintending Officer can easily reach them; and
- 2.1.7.2. Are neatly and properly attired in uniforms; and
- 2.1.7.3. The Vendor shall comply with all statutory requirements applicable to the employment of the Vendor Supervisor and the security guard(s).

2.2. Provision of Security Services

The Vendor shall carry out the Services in accordance with the specifications, requirements and methodology set out in the Vendor's Services Specification in Schedule 2 of Contract.

3. WORKING HOURS

- 3.1. The Vendor shall provide the Services on a 24-hour daily basis, including Friday, Sundays and public holidays, for all premises of the Site.
- 3.2. The Vendor shall ensure all his personnel comply with the working days and hours set out by DHS, MOH.
- 3.3. The Vendor shall ensure that his personnel are present at their designated work areas during such working hours.
- 3.4. Immediate steps shall be taken by the Vendor to provide temporary replacement/relief to make up the full strength of the personnel required to provide the Services to the satisfaction of DHS, MOH.
- 3.5. Any updates or changes on duty roasters of deploying the security guards shall be submitted to the Health Centre Management.
- 3.6. Within prescribed notice time, Department of Health Services reserves the right to:
 - 3.6.1. Increase or reduce the number of hours or timing of requirements at any location.
 - 3.6.2. To rotate / deploy security guard to any location within the service wherever required.

4. SECURITY GUARD

- 4.1. Name list of guards shall be submitted to the Health Centre Management, prior commencement of service.
- 4.2. Replacement must be sought immediately in the event/s the security guard falls ill/ personal emergency or on leave.
- 4.3. The security guard must be able to communicate effectively with staff, patients and general public.

- 4.4. The security guard shall be professional, courteous, friendly, tactful and helpful at all time must be firm in executing their duties.
 - 4.4.1. The vendor shall employ Brunei Citizen or Permanent Citizen only as the security guards and their supervisors.
 - 4.4.2. The vendor shall ensure that all his security guard are free from any criminal record or law offences that may deter their duties to perform the Service.
 - 4.4.3. The vendor shall ensure that all his security guard appointed for the provision of the services have undergone background screening and deemed medically fit to perform the services.

5. INSPECTIONS

The Supervisor shall carry out joint inspection or meeting with the DHS, MOH on an agreed schedule if required. Records of inspection or meeting to be submitted immediately to the DHS, MOH

6. GENERAL DUTY & RESPONSIBILITY OF THE SECURITY GUARDS

- 6.1. To ensure physical integrity and safety of the Health Centre's premises and assets.
- 6.2. Protect the Health Centre properties and employees against act of harassment, threat, vandalism, theft or sabotage.
- 6.3. Monitor and inspect buildings regularly as per agreed schedule for security and safety purposes in accordance with a list of buildings supplied by Health Centre.
- 6.4. To monitor the electric supply for Pharmaceutical Fridges and report to the Health Centre Management in the event of power outage, which may lead to the *'break in cold chain'* procedure.
- 6.5. Ensure all CCTV are functioning properly and the view is clear or free from obstructions (if applicable).
- 6.6. Patrol the public areas, in and around Health Centre, car park and other public areas before, during and after operational hours.
- 6.7. Prevent and detect signs of intrusion and ensure security of doors, windows, gates and rooftop access by ensuring all windows, doors and gates are locked after operational hours.
- 6.8. Be vigilant of any person trespassing to the restricted area by ensuring all security lights are functioning properly.
- 6.9. Report to Police directly for any suspicious activities happening in close proximity / within the health center's perimeter, especially after operational hours.
- 6.10. Direct traffic flow by ensuring all emergency entrances or exits are not obstructed and are operational, if required.
- 6.11. Control pedestrian and vehicular traffic at entrances during Emergency procedures, by ensuring all emergency entrances or exits are not obstructed and are operational, if required.
- 6.12. Provide a courteous information service to the public, as required.
- 6.13. Maintain order to the general public.
- 6.14. Lock and unlock doors/gates when required.

- 6.15. Assist patients with disabilities or movement difficulties by offering wheelchair or walker if required.
- 6.16. Assists staff to handle violent and unruly patients/residents/clients.
- 6.17. Assists Health Centre in other ad-hoc duties if given direction by the Health Centre Management.
- 6.18. Submit a written report to the Health Centre Management for any incidents as stated below: -
 - a) Observe and record the occurrence for any/all security breaches (for example – fence holes, gates broken, etc.)
 - b) Recognize and report any signs of attempted and/ or successful unauthorized entries, persons or vehicles.
 - c) Fire, electrical and/ or safety hazards. Where possible, immediately rectify those hazards.
 - d) Ensure all fire suppressants equipment (hoses, extinguishers, smoke detectors, etc) are not tampered with and report any defects to the Health Centre Management.
 - e) Immediately report to Law Enforcement / Authority for any evidence of crime, if applicable.
- 6.19. Assist and contribute as a member of the Health Centre's Safety Committee to help promote a culture of safety, ensuring compliance with regulations, and protecting patients and staff as follows: -
 - a) Safety Committee
 - b) Emergency Management (Clinical & Non-Clinical)
 - c) Fire Safety
 - d) Hazardous Materials and Waste Management
 - e) Disaster Preparedness
 - f) Workplace Violence Prevention

7. ACCESS CONTROL

- 7.1. Ensure any visitors and contract workers report to Security Check Point before being allowed access to the premises.
- 7.2. The Security Guard shall issue Visitor's access card and record the Visitor's particulars in the Visitors Register.
- 7.3. The parking areas should be controlled and regularly monitored.
- 7.4. Ensure no individuals without valid reason to park within the health center's compound at any time of the day;
- 7.5. Report to Police for any unidentified vehicles parked within the health center's compound exceeding 12-hours;
- 7.6. Record and report all suspicious vehicles park in close proximity of the health center's premises.
- 7.7. Any individuals requiring access afterhours, weekends and public holidays must register to the security post.

8. LOST AND FOUND

- 8.1. Every lost and found item and monies discovered within the health center premises, irrespective of whether they are valuable or non-valuable items must be registered in the Lost & Found Register and notify Health Center Management.
- 8.2. Report to Police for any unidentified and unclaimed valuables items for more than 24-hours.

9. TRAFFIC CONTROL AND CROWD MANAGEMENT

- 9.1. Ensure road safety are consistently maintained;
- 9.2. Ensure parking areas remain in order and free from obstacles that can endanger lives or property;
- 9.3. Investigate traffic accidents (only within the health centers perimeter);
- 9.4. Cordon off parking areas or any spaces when required by the health center;
- 9.5. Supervising parking areas in major events i.e. official visits, conventions, conferences, or events;

10. REGULATION, LICENSES AND PERMITS

- 10.1. The Vendor must be registered and licensed from Security Guard Agency Licensed Division ('*Bahagian Perlesenan Agensi Pengawal Keselamatan*'), Royal Brunei Police Force, Negara Brunei Darussalam.
- 10.2. The Vendor is responsible for obtaining and maintaining all necessary licenses, permits, and approvals, and must consistently comply with all legal and regulatory requirements related to the provision of the Services.
- 10.3. The Vendor must comply with the employment laws and regulations of Negara Brunei Darussalam, which include:
 - a) Employment Order, 2009
 - b) Employment Agencies Order, 2004
 - c) Workplace, Safety and Health Order, 2009
 - d) Employment Information Act, 1974
- 10.4. In the event of any change in legal or regulatory requirements during the contract period, the Vendor must promptly take the necessary actions, at its own expense, to ensure compliance.
- 10.5. The Vendor must follow best practices as suggested or recommended by relevant industry bodies. Additionally, the quality of the Services provided must meet or exceed the standards generally recognized as acceptable in the industry.
- 10.6. The Vendor must comply with the rules and regulations set by DHS, MOH.

11. WAGES AND WELFARE

- 11.1. The successful Tenderer is responsible for the wages, insurance (workmen compensation and medical insurance), medical and welfare of his workers in accordance with the requirements as stated in Clause 10.3.
- 11.2. The Tenderer is obligated to give minimum basic salary of B\$500.00 to the workers exclude TAP, SCP & allowance.

12. VENDOR'S WARRANTIES

The Vendor warrants and undertakes to DHS, MOH that:

- 12.1. The Vendor is able to perform the Services and that it does not have any understanding or agreement with anyone else which restricts its ability to perform the Services or restricts proper exercise of its obligations to MOH;

- 12.2. The Vendor will possess the required skills and expertise to deliver the Services according to the specified terms;
- 12.3. The Services will be provided in a timely and professional manner and in accordance with the Vendor's Services Specification in Schedule 1 of Contract;
- 12.4. The Services will meet the commonly accepted standards for similar services in the industry and will be delivered with appropriate skill and care.

13. GOVERNMENT WARRANTIES

MOH warrants and undertakes to ensure the safety and health of the Vendor's security guard assigned or tasked to carry out the Services at the Site to include:

- 13.1. Providing and maintaining a working environment that is safe, without risk to health; and
- 13.2. Providing, maintaining and keeping clean, sufficient and suitable sanitary conveniences for the Vendor's security guard at the Site.

14. DAMAGE AND INJURIES TO PERSONS AND PROPERTY

The Vendor shall:

- 14.1. Indemnify and ensure that DHS and MOH are fully protected upon request against all costs, claims, demands, expenses, and liabilities of any kind arising from any claims of personal injury or death caused by the negligent acts or omissions of the Vendor, its employees, agents, or subcontractors in relation to the Vendor's duties and responsibilities.
- 14.2. Take responsibility for, restore, and satisfactorily repair any injury or damage to MOH's property or rights, or provide appropriate compensation for such injury or damage, if it arises from or is related to the Vendor's performance of its duties and obligations.

15. CONTRACT PRICE

The MOH must not bear any Tenderer's business operational costs (such as Personnel Costs, Rent and Utilities, Supplies and Materials, Insurance, etc.) associated with the delivery of the Services. There must be no additional financial obligations or unforeseen expenses placed on the MOH throughout the contract term outside of force majeure factor.

- 15.1. The Vendor shall submit a breakdown of the contract price in the format set out in Section 3 in this Tender Document.
- 15.2. MOH reserves the right to reduce or extend the contract according to rate set out in the Contract Price.
- 15.3. Payment claims will be verified based on Satisfactory Notes received from Health Centre's in charge in the monthly report.
- 15.4. The Vendor shall submit the invoice of the previous month on the first week of each month. All claims shall be addressed to:

Chief Executive Officer Grade I
Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah
Hospital PMMPMHAMB, Tutong
Negara Brunei Darussalam

15.5. The Vendor shall submit the monthly summary report along with the invoice.

16. SUBMISSION OF OFFER

The document including the Tender Form in Section 3 and all other accompanying documents such as Copy of Business Registration and Miscellaneous License are to be put in an envelope, sealed and must be submitted in TWO (2) copies made up of one (1) original and one (1) duplicate. All sets shall be bound and clearly labelled as ORIGINAL and DUPLICATE. Respectively, all Tenders must be addressed to:

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

SCHEDULES

SCHEDULE A: THE SITE

SCHEDULE B: WORKING HOURS

SCHEDULE C: ALLOCATION OF PERSONNEL

SCHEDULE A

THE SITE

- **THE PERIMETERS AND BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE).**

SCHEDULE B
WORKING HOURS

Day:	Morning Shift:	Afternoon Shift:
Monday until Sunday	6.00 am to 6.00 pm	6.00 pm to 6.00 am
Public Holiday		

Note:

The Contractor is required to provide monitoring and guarding services 24 hours a day, 365 days in a year

SCHEDULE C

ALLOCATION OF PERSONNEL

USER REQUIREMENTS	DETAILS OF THE OFFER	QUANTITY
BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG		
No. of Security Inspector/Supervisor & The Shift	Security Liaison Officer (SLO)	1
No. of Security Guards & the shift	Security Guards	24 [8 security guards x 3 shifts]
Equipment/Facilities provided	Radio	9 units
BUILDING OF NATIONAL ISOLATION CENTRE (NIC), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG		
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]
Equipment/Facilities provided	Radio	4 units
BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG		
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]
Equipment/Facilities provided	Radio	4 units

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SCHEDULE 1 : SERVICES SPECIFICATION

SCHEDULE 2 : THE SITE

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SCHEDULE 4 : UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

THIS AGREEMENT is made on the _____.

BETWEEN

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM represented by the Ministry of Health, Commonwealth Drive, Bandar Seri Begawan, Negara Brunei Darussalam (hereinafter referred to as the “Government”)

AND

_____, a company incorporated in Brunei Darussalam under the Companies Act (**Cap. 39 of the Laws of Brunei**) and having its registered address at _____ (hereinafter referred to as “the Contractor”)

WHEREAS the Contractor is in the business of the provision of guarding security services (“Services”) and the Contractor has agreed to provide the Government with the Services in accordance with the terms and conditions set out hereinafter contained.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:
 - 1.1.1 “Agreement” means this Agreement and the Schedules attached hereto (as may be amended, modified, varied and/or supplemented thereto from time to time) and includes any document which by reference in the Schedules or this Agreement or which the parties hereto have agreed in writing to be a Schedule to be annexed hereto and be incorporated into this Agreement and includes any amendment, modifications and/or supplements thereto made from time to time;
 - 1.1.2 “Commencement Date” means the date on which this Agreement is signed by the parties;
 - 1.1.3 “MOH” means Ministry of Health, Brunei Darussalam;
 - 1.1.4 “Services” means the security services to be provided at the Site by the Contractor under this Agreement, as described in **Schedule 1**;
 - 1.1.5 “Site” means the premises specified in **Schedule 2**;
 - 1.1.6 “Superintending Officer” means the officer appointed by the Government to supervise and liaise with the Contractor for the purpose of this Agreement.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.

- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.
- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the Commencement Date and shall remain in force thereafter for a period of **FIVE (5) YEARS** until _____ unless sooner terminated pursuant to **Clause 11**.

3. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall carry out the Services in accordance with the specification, requirements and methodology set out in the Contractor's Services Specification in **Schedule 1**.

4. CHARGES

- 4.1. In consideration of the proper performance of the Services by the Contractor, the Government shall pay to the Contractor a total sum of monthly chargers ("the Charges"). A breakdown of the Charges is set out in **Schedule 3**.
- 4.2. The Charges shall be firm and fixed throughout the duration of this Agreement and unless otherwise agreed to by the Government shall not be subject to any increase.
- 4.3. The Charges shall be levied and invoiced by the Contractor every month in arrears. The Contractor shall submit its invoice **not later than the end of the first week of each month** to:

Pemangku Ketua Pegawai Eksekutif Tingkat 1
Hospital Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah (PMMPMHAMB), Tutong
Kementerian Kesihatan
Negara Brunei Darussalam

- 4.4 Where the Government requests, and the Contractor agrees to perform services relating to the Agreement which are not part of the Charges, then those services shall be chargeable on a time and materials basis at the Contractor's current standard fee unless otherwise agreed in writing between the parties.
- 4.5 The Contractor shall on request promptly supply the Government with all information needed to check the calculation of charges and shall in particular indicate those services requested by the Government.
- 4.6 Where the Agreement provides for monthly payments of the Charges, payments by the Government shall fall due on the scheduled dates upon the Contractor complying with the conditions specified for each payment.

- 4.7 Failure to pay Charges on the scheduled dates, the Contractor may terminate this Agreement with immediate effect on giving written notice to the Government.

5. CONTRACTOR'S PERSONNEL

- 5.1. The Contractor hereby warrants that all security guards assigned or tasked by the Contractor to carry out the Services under this Agreement are properly trained and well equipped to perform the Services.
- 5.2. In addition to the number of security guards specified in **Schedule 3**, the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:
- 5.2.1. Monitoring and reviewing the performance of the security guards;
 - 5.2.2. Identifying recurring problems and recommending replacements of security guards when necessary;
 - 5.2.3. Liaising with the Superintending Officer with regards to the performance of the Services by the Contractor.
- 5.3. For the purposes of this Agreement, the Company's Guard Commander referred to in the Contractor's Specifications in **Schedule 1** shall be deemed to be the Contractor Supervisor.
- 5.4. The Government may require the Contractor to replace the Contractor Supervisor and/or any security guards assigned or tasked by the Contractor to perform Services under this Agreement if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Services or good personnel relations within the Government's organization.
- 5.5. The Contractor shall ensure that the Contractor Supervisor and all security guards assigned or tasked by the Contractor to perform Services under this Agreement:
- 5.5.1. Are equipped with appropriate telecommunication device (e.g. Walkie Talkie) so that he is easily contacted by the Superintending Officer; and
 - 5.5.2. Are neatly and properly attired in uniforms.
- 5.6. The Contractor shall comply with all statutory requirements applicable to the employment of the Contractor Supervisor and the security guards.

6. CONTRACTOR'S WARRANTIES

- 6.1. The Contractor warrants and undertakes to the Government that:
- 6.1.1. The Contractor is able to perform the Services and that it does not have any understanding or agreement with anyone else which restricts its ability to perform the Services or restricts proper exercise of its obligations under this Agreement;
 - 6.1.2. The Contractor will have the necessary skill and expertise to provide the Services on the terms set out in this Agreement;
 - 6.1.3. The Services will be provided in a timely and professional manner and in accordance with the Contractor's Services Specification in **Schedule 1**;
 - 6.1.4. The Services will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

7. GOVERNMENT'S WARRANTIES

- 7.1. The Government warrants and undertakes to ensure the safety and health of the Contractor's personnel assigned or tasked to carry out the Services at the site to include:
- 7.1.1. Providing and maintaining a working environment that is safe, without risk to health; and
 - 7.1.2. Providing, maintaining and keeping clean, sufficient and suitable sanitary conveniences for the Contractor's personnel at the site.

8. DAMAGE AND INJURY TO PERSONS AND PROPERTY

8.1 The Contractor shall:

- 8.1.1 Indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim for any personal injury or death cause by the negligent act or omissions or its employees, agents and sub-contractors in connection with the performance of the Contractor's duties and obligations under this Agreement;
- 8.1.2 Be responsible for and reinstate and make good to the satisfaction of the Government or make due compensation for any injury or damage to any property or right of the Government, being injury or damage arising out of or in connection with the performance of the Contractor's duties and obligations under this Agreement.

9. INSURANCE

- 9.1. Without prejudice to its liability to indemnify the Government as provided in this Agreement, the Contractor shall at its own expense at all times maintain with reputable insurers such insurances as may be necessary to cover all liability which the Contractor may incur in respect of any personal injury, death or damage to property whatever caused by or arising out of or in connection with the performance of the Contractor's duties and obligations under this Agreement.
- 9.2. Upon the Government's reasonable request, the Contractor shall provide the Government with all such documentation as is necessary to prove the Contractor's continuing compliance with its obligations to insure under this **Clause 8**.

10. GIFTS

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

11. TERMINATION

- 11.1 The Government may terminate this Agreement by giving at least **three (3) months** notice in writing to the Contractor without providing any reason.

- 11.2 The Government may forthwith on giving notice in writing to the Contractor terminate this Agreement if the Contractor, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or is subject to a court order having the same effect, or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or dies or if the Contractor (whether a company or not) entered into any composition or arrangements with its creditors or becomes insolvent or the Contractor ceases, or threatens to cease to carry on business.
- 11.3 The Government may forthwith terminate this Agreement where the Contractor has breached or failed to observe any term of this Agreement or generally failed to perform its obligations under this Agreement in the manner contemplated by this Agreement and has failed to remedy the failure or default within a period of **thirty (30) days** from the receipt of a notice in writing by the Government requiring the Contractor so to do.
- 11.4 The Government may terminate this Agreement pursuant to **Clause 10, 12 or 14** in the circumstances provided therein.
- 11.5 On the termination of this Agreement, any monies or fees paid in advance by the Government shall, without affecting any remedy which the Government may have for any breach of this Agreement by the Contractor, be pro-rated and refunded to the Government.
- 11.6 Any termination of this Agreement, however occasioned, shall not affect the accrued rights or liabilities of either party nor shall any remedy which any party have against the other for breach of this Agreement be affected.

12. FORCE MAJEURE

- 12.1. Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:
- 12.1.1. Acts of God;
- 12.1.2. War, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
- 12.1.3. Flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.
- 12.2. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.
- 12.3. If any Force Majeure event shall continue for a period exceeding **one (1) calendar month** the Government may at any time thereafter upon giving notice to the Contractor elect to terminate this Agreement.
- 12.4. In any Force Majeure event the Contractor or the Government shall for the duration of such event be relieved of any obligation under this Agreement including the payment of the charges for services as is affected by the event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event. Any monies or fees paid in advance by the Government for the period and the services so affected shall be pro-rated and refunded to the Government.
- 12.5. Where the Government elects to terminate this Agreement under this **Clause 18**, the Contractor shall forthwith refund to the Government all amounts paid to the Contractor less the price of goods and services which have been provided to the Government.

- 12.6. A statement in writing by a competent authoritative body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure event claimed by either party shall be accepted as conclusive evidence thereof.

13. RESOLUTION OF DISPUTE

- 13.1. The Parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.
- 13.2. If the Parties are unable to amicably resolve any dispute within **thirty (30) days** from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the **Arbitration Order, 2009**.
- 13.3. The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the **Arbitration Order, 2009**. The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 13.4. The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 13.5. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.
- 13.6. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.
- 13.7. The application of Part II of the International Arbitration Order, 2009 and the Model Law referred thereto, to this Agreement is hereby excluded.

14. CONFIDENTIALITY

- 14.1 The Contractor agrees and undertake to keep confidential all information, whether written or oral, relating to this Agreement and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the course of the discussions leading up to execution of this Agreement and/or performance of its obligations under this Agreement, save in so far as such information is already in the public domain.
- 14.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Contractor.
- 14.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times. They shall be required to sign an Undertaking to Safeguard Official Information in the form prescribed in **Schedule 4**.
- 14.4 For avoidance of doubt, the provision of this **Clause 14** shall survive the termination or expiration of this Agreement.
- 14.5 A breach of any provisions of this **Clause 14** shall entitle the government to terminate this agreement forthwith with immediate effect.

15. NOTICES

15.1. Any notice, demand or other communication given or made by one party to the other under this Agreement shall be in writing and delivered by hand or sent by registered post or facsimile transmission to the address and number as specified below (or such address or facsimile number as the addresses has by **seven (7) days** prior written notice specified to the other party:

To the Government:

**Pemangku Ketua Pegawai Eksekutif Tingkat 1
Hospital Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah (PMMPMHAMB), Tutong
Kementerian Kesihatan
Negara Brunei Darussalam**

To the Contractor:

15.2. Any notice or document shall be deemed to be duly served:

15.2.1. If delivered by hand, at the time of delivery;

15.2.2. If posted, at 10.00 am on the seventh working day after postings;

15.2.3. If sent by facsimile transmission, at the time of successful transmission.

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

16. GOVERNMENT'S RIGHTS

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

17. TAXES AND DUTIES

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

18. ENTIRE AGREEMENT

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

19. AMENDMENTS AND VARIATIONS

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

20. ASSIGNMENT AND SUB-CONTRACT

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

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

21. SEVERABILITY

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

22. WAIVER

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

23. NO PARTNERSHIP

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

24. GOVERNING LAW

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

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties as the day and year first above written.

**For and on behalf of
THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI
DARUSSALAM**

.....

In the presence of

.....

For and on behalf of

.....

In the presence of

.....

SCHEDULE 1

SERVICES SPECIFICATION

1. Provision of Security Services

- 1.1. Ensure 24-hour coverage
- 1.2. Building checks
- 1.3. Perimeter patrols
- 1.4. Security inspections
- 1.5. Security register and reports
- 1.6. General Security Report

➤ Yearly Quarter report for Security Officer (SO.MOH)

2. The Company's Guard Commander whose team is placed under the management of a Company Officer, is accountable and answers directly to the Director/Chief Executive Officer of the premise.
3. The Company's Officer in concurrence with the SO.MOH shall prepare its standing orders which shall become part of the MOH Security and Emergency Standing Orders (MOH.SESO)
4. To protect assets and employees of or controlled by the Government and guard assistant all risks, (actual and impending) in a manner appropriate to the identified threat. To ensure that such risks are maintained as remote and distant as possible.
5. To prepare:
 - a. Daily incident reports and
 - b. Threat level forecast (when necessary)

For the Government in time to take appropriate actions. In addition, to report in such manner and such items as the Government may, its absolute discretion, direct.
6. To react to all threats and incidents in an appropriate and professional manner. Such threats and/or incidents may arise from a number of sources, including (but not limited to) terrorist's insurgency action, crime, disgruntled employees, fire and flood.
7. To conduct daily maintenance inspections, including but not limited to all security alarms, on the site in the manner required by the Government in relation to the site. To report any maintenance requirements to the Government forthwith upon their identification without delay.

SCHEDULE 2

THE SITE

- **THE PERIMETERS AND BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE).**

SCHEDULE 3

CHARGES

USER REQUIREMENTS	DETAILS OF THE OFFER	QUANTITY	UNIT PRICE (B\$)	PRICE/MONTH (B\$)
BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Inspector/Supervisor & The Shift	Security Liaison Officer (SLO)	1		
No. of Security Guards & the shift	Security Guards	24 [8 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	9 units		
				PRICE PER MONTH (B\$)
BUILDING OF NATIONAL ISOLATION CENTRE (NIC), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	4 units		

USER REQUIREMENTS	DETAILS OF THE OFFER	QUANTITY	UNIT PRICE (B\$)	PRICE/MONTH (B\$)
PRICE PER MONTH (B\$)				
BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	4 units		
PRICE PER MONTH (B\$)				
TOTAL PRICE PER MONTH (B\$)				
TOTAL PRICE PER YEAR (B\$)				
TOTAL PRICE FOR THREE (5) YEARS (B\$)				

SCHEDULE 4

UNDERTAKING TO SAGEGUARD OFFICIAL INFORMATION

1. My attention has been drawn to the *Official Secrets Act* (chapter 153) and in particular to section 5 thereof which related to the safeguarding of official information.
2. I understand and agree that all official information acquired by me in the course of my work in connection with agreement ref: _____ is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly "need-to-know" basis.
3. I shall ensure that any other person who is authorized by me to have access to any official information shall similarly sign an undertaking to safeguard official information.
4. In undertake to return any document received from the government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam, any other copies made or reproduced from such document or part thereof whenever required by the government.
5. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the *Official Secrets Act*.

Signature	Full Name in BLOCKS	NRIC No./Passport No.
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Designation	Name of Company	Date
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Signature	Full Name in BLOCKS	NRIC No./Passport No.
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Address:

Date:

SECTION 3
FORMS TO BE USED
CONTENTS

SCHEDULE 1 – TENDER FORM.....

SCHEDULE 2 – INFORMATION SUMMARY

SCHEDULE 3 – SUB-CONTRACTS.....

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SCHEDULE 5 – REFERENCES.....

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SCHEDULE 1

TENDER FORM

To:

TENDER REFERENCE NO.: KK/28/2025/TUT(TC)

INVITATION TO TENDER

THE PROVISION OF SECURITY SERVICES FOR BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, BUILDING OF NATIONAL ISOLATION CENTRE (NIC) AND BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE) FOR A PERIOD OF FIVE (5) YEARS

TENDER OF (*name of Supplier*) : _____

Company/Business Registration No. : _____

Tender Closing Date : _____

USER REQUIREMENTS	DETAILS OF THE OFFER	QUANTITY	UNIT PRICE (B\$)	PRICE/MONTH (B\$)
BUILDING OF PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Inspector/Supervisor & The Shift	Security Liaison Officer (SLO)	1		
No. of Security Guards & the shift	Security Guards	24 [8 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	9 units		

USER REQUIREMENTS	DETAILS OF THE OFFER	QUANTITY	UNIT PRICE (B\$)	PRICE/MONTH (B\$)
PRICE PER MONTH (B\$)				
BUILDING OF NATIONAL ISOLATION CENTRE (NIC), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	4 units		
PRICE PER MONTH (B\$)				
BUILDING OF NATIONAL ISOLATION CENTRE EXTENSION (NICE), PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH (PMMPMHAMB) HOSPITAL, TUTONG				
No. of Security Guards & the shift	Security Guards	12 [4 security guards x 3 shifts]		
Equipment/Facilities provided	Radio	4 units		
PRICE PER MONTH (B\$)				
TOTAL PRICE PER MONTH (B\$)				
TOTAL PRICE PER YEAR (B\$)				
TOTAL PRICE FOR FIVE (5) YEARS (B\$)				

1. We offer and undertake on your acceptance of our Tender to supply and deliver 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 Government and us.
4. OUR OFFER IS VALID FOR **TWELVE (12)** CALENDAR MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this day of 2022

Signature of authorised officer of Tenderer

Name:

Designation:

Tenderer's official stamp:

SCHEDULE 2 – 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 is the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
 - ***Provision of Security Services***
 - (d) Other information which is considered relevant.

SCHEDULE 3 – SUB-CONTRACTS

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

Table 3.1 Responsibility Table

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

SCHEDULE 4 – COMPANY’S BACKGROUND

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

SCHEDULE 5 – REFERENCES

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

Table 5.1 References of previous customers

Customers Name and Address	Customer Type (Govt or Quasi Govt)*	Contact Person	Title	Contact number, fax number and e-mail address

***Note:** Tenderers shall indicate whether the customer is a Government or Quasi Government organisation. A Quasi Government is defined as an organisation which (1) is managed and controlled by the Government; or (2) has at least 50% shares being held by the Government. Please leave the column blank if the customer is neither a Government nor 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 purpose.