

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/189/2025/JPR(TC)	SUPPLY AND DELIVERY OF BICARBONATE DIALYSATE PART A AND PART B FOR DEPARTMENT OF RENAL SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS	3 years	Department of Renal Services	\$1000.00	05 AUGUST 2025	Hjh Noorhafizah Binti Hj Taha Assistant Supply Officer Department of Renal Services Ministry of Health Negara Brunei Darussalam Contact No.: 2451010 Fax: 2450488 e-mail: noorhafizah.taha@moh.gov.bn

TENDER REFERENCE NO.: KK/189/2025/JPR(TC)

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**SUPPLY AND DELIVERY OF BICARBONATE DIALYSATE
PART A AND PART B FOR DEPARTMENT OF RENAL
SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF
THREE (3) YEARS**

TENDER FEES : \$1000.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 05TH AUGUST 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**

(NON CLUSTERING)

SECTION 2

SPECIFICATIONS AND REQUIREMENTS

TENDER REFERENCE NO.: KK/189/2025/JPR(TC)

**SUPPLY AND DELIVERY OF BICARBONATE DIALYSATE PART A AND PART B FOR DEPARTMENT OF RENAL SERVICES,
MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS**

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY QUANTITY	BUFFER STOCK REQUIRED	PACK SIZE	SHELF LIFE	DELIVERY PERIOD
1	Bicarbonate Dialysate Part A With Glucose - (Liquid) – Contains of: Calcium 1.25 ± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride 110MMOL/L, Chloride.Glucose10.0±0.2MMOL/L Bicarbonate 32MMOL/L Or Equivalent	6,690 cans of 5 litres	1,338 cans of 5 litres	Cans of 5 litres	Minimum 1½ years shelf life	2 to 4 weeks upon confirmation of Purchase Order or earlier delivery period is preferable
2	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.8%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride111MMOL/L, Bicarbonate 31MMOL/L Or Equivalent	9,456 cans of 5 litres	1,891 cans of 5 litres	Cans of 5 litres	Minimum 1½ years shelf life	2 to 4 weeks upon confirmation of Purchase Order or earlier delivery period is preferable
3	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.25%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride110.5MMOL/L, Bicarbonate 31MMOL/L Or Equivalent	113,006 cans of 5 litres	22,601 cans of 5 litres	Cans of 5 litres	Minimum 1½ years shelf life	2 to 4 weeks upon confirmation of Purchase Order or earlier delivery period is preferable

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY QUANTITY	BUFFER STOCK REQUIRED	PACK SIZE	SHELF LIFE	DELIVERY PERIOD
4	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5089921) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	19,696 packs of 650 gm	3,939 packs of 650 gm	Packs of 650 gm	Minimum 1½ years shelf life	2 to 4 weeks upon confirmation of Purchase Order or earlier delivery period is preferable
5	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5060781) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	109,456 packs of 650 gm	21,891 packs of 650 gm	Packs of 650 gm	Minimum 1½ years shelf life	2 to 4 weeks upon confirmation of Purchase Order or earlier delivery period is preferable

*** Note:**

1. **Shelf Life: Minimum 1½ years (18 months).**
2. **Must be compatible with existing Haemodialysis machine at respective sites.**
3. **Items must be delivered according to the requirement / scheduling of the respective sites.**
4. **Annex 1 is the estimated yearly quantity for each respective sites.**
5. **The tenderer shall regularly monitor the remaining stock balance for each item and ensure that the quantity delivered does not exceed the quantity of the approved tender.**
The tenderer shall inform at least six (6) months in advanced if the estimated remaining quantity is insufficient until the end of the contract.

ANNEX 1

ITEM NO.	DESCRIPTION	DIALYSIS CENTRE/ UNIT			
		RIMBA DIALYSIS CENTRE	KIARONG DIALYSIS CENTRE	RENAL UNIT, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL	TEMBURONG DIALYSIS CENTRE
		ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY
1.	Bicarbonate Dialysate Part A With Glucose - (Liquid) – Contains of: Calcium 1.25 ± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride 110MMOL/L, Chloride.Glucose10.0±0.2MMOL/L Bicarbonate 32MMOL/L Or Equivalent	3,900 cans of 5 litres	520 cans of 5 litres	2,270 cans of 5 litres	-
2.	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.8%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride111MMOL/L, Bicarbonate 31MMOL/L Or Equivalent	5,314 cans of 5 litres	1,404 cans of 5 litres	2,270 cans of 5 litres	468 cans of 5 litres
3.	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.25%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L,	54,548 cans of 5 litres	8,996 cans of 5 litres	42,546 cans of 5 litres	6,916 cans of 5 litres

ITEM NO.	DESCRIPTION	DIALYSIS CENTRE/ UNIT			
		RIMBA DIALYSIS CENTRE	KIARONG DIALYSIS CENTRE	RENAL UNIT, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL	TEMBURONG DIALYSIS CENTRE
		ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY	ESTIMATED YEARLY QUANTITY
	Sodium 140 MMOL/L, Chloride 110.5 MMOL/L, Bicarbonate 31 MMOL/L Or Equivalent				
4.	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5089921) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	13,508 packs of 650 gm	-	-	6,188 packs of 650 gm
5.	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5060781) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	50,254 packs of 650 gm	10,920 packs of 650 gm	47,086 packs of 650 gm	1,196 packs of 650 gm

DETAILED REQUIREMENTS

SPECIFICATION

1. Shelf Life Requirements

The Ministry of Health requires that all bicarbonate dialysate products maintain a minimum shelf life of 1.5 years (18 months) from the date of manufacture. This requirement ensures that the Ministry has sufficient time to manage inventory and utilize products before expiration, reducing waste and ensuring treatment continuity.

- 1.1 Products delivered must have at least 80% of their total shelf life remaining at the time of delivery, which equates to a minimum of 14 months.
- 1.2 The supplier must include batch-specific documentation with each delivery, clearly indicating the manufacturing date and expiration date for verification purposes.
- 1.3 Should any products be delivered with less than the specified remaining shelf life due to supplier-related delays or issues, the supplier assumes full responsibility for replacing these products at no additional cost to the Ministry when they reach 6 months before expiration.
- 1.4 All products must demonstrate stability under the storage conditions prevalent in Brunei, specifically temperatures ranging from 15°C to 30°C with relative humidity levels up to 80%. The supplier should provide documentation verifying product stability under these conditions.
- 1.5 The supplier is required to maintain and provide documentation of their quality assurance program specific to shelf-life monitoring. This program should outline testing protocols, stability studies, and quality control measures that verify product efficacy throughout the stated shelf life period.

2. Compatibility Requirements

All bicarbonate dialysate products must be fully compatible with the hemodialysis machines currently in use at all designated facilities within the Ministry of Health. Compatibility encompasses both functional integration and clinical efficacy without adverse effects on machine performance or patient outcomes.

- 2.1 The supplier must provide official written certification from both the dialysate manufacturer and the hemodialysis machine manufacturer explicitly confirming compatibility.
- 2.2 Prior to the first bulk delivery under the contract, the supplier is required to conduct compatibility verification testing at each facility at the supplier's expense. This testing must be documented and verified by facility technical staff.
- 2.3 In the event of any compatibility issues arising during the contract period, the supplier must respond within 72 hours with a comprehensive resolution plan. This plan may include technical support, product replacement, or provision of alternative compatible products at no additional cost.
- 2.4 The supplier must maintain technical representatives who are available for consultation within 24 hours of notification regarding compatibility questions or concerns.
- 2.5 The supplier assumes full legal and financial liability for any damage to equipment or patient harm that results from compatibility issues between their products and existing hemodialysis equipment.

3. Delivery Period Requirements

The standard delivery period for all ordered products shall be between 2 and 4 weeks from the date of Purchase Order confirmation. This timeframe represents the maximum acceptable period between order placement and receipt of products at the designated facilities.

- 3.1 Any delay in the delivery/supply of this service may result in your company being penalized at a rate of one percent (1%) per day, with the total penalty not exceeding ten percent (10%) of the value of the issued Purchase Order.
- 3.2 For all orders, the supplier must provide electronic order tracking information and weekly status updates for pending deliveries. These updates must include current location of goods, estimated arrival date, and notification of any potential delays with their causes and mitigation plans.

- 3.3 The supplier is required to maintain a local buffer stock equivalent to at least 20% of the average monthly usage volume for each product type. This local buffer stock must be stored in appropriate conditions within Brunei to enable rapid response to unexpected demand increases or emergency situations. Documentation of this buffer stock, including location and inventory levels, must be provided to the Ministry on a monthly basis.
- 3.4 A formal escalation protocol must be established for delayed deliveries, with designated contact persons at increasing levels of supplier management authority. This protocol must include specific response timeframes for each escalation level and guarantee resolution paths for critical supply issues.

4. Location-Specific Delivery Requirements

All products must be delivered directly to the specific locations identified in the tender documentation, according to the precise scheduling requirements of each respective site.

- 4.1 The supplier assumes complete responsibility for all aspects of transportation, unloading, and placement of delivered goods at the designated storage areas within each facility. This responsibility includes providing appropriate personnel, equipment, and resources necessary for safe and efficient delivery completion. The supplier is to facilitate all end user's requests related to delivery logistics and timing without exception. Under no circumstances shall the supplier's delivery personnel request or utilize the Ministry's staff, equipment, or other resources for the unloading or placement of delivered goods. Any specialized equipment required for safe handling of the products must be provided by the supplier, and arrangements for any facility-specific access requirements must be made in advance by the supplier. This requirement applies to all regular deliveries, emergency orders, and replacement shipments.
- 4.2 All deliveries must be scheduled at least 48 hours in advance through written communication with the designated facility contact person. This advance notification must include details of expected arrival time, vehicle information, personnel information, and complete inventory of products to be delivered.
- 4.3 Standard deliveries must occur during normal working hours, defined as 8:00 AM to 4:00 PM, Monday through Friday, excluding public holidays. Deliveries outside these hours require explicit written approval from the facility at least 72 hours in advance.
- 4.4 All products must be transported under appropriate temperature-controlled conditions as specified by the manufacturer. Temperature monitoring logs covering the entire transportation period must be provided upon delivery for verification of proper handling. Any products exposed to temperatures outside the specified range will be rejected and must be replaced at the supplier's expense.
- 4.5 The supplier must accommodate split deliveries to different sites as required by the Ministry's operational needs, without imposing additional charges. Distribution of ordered quantities across multiple facilities must be executed according to the specific quantities and timing requirements communicated in the Purchase Order.

SECTION 3
FORMS TO BE USED

CONTENTS

SCHEDULE 1 - TENDER FORM

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SCHEDULE 3 - SUB-CONTRACTS

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SCHEDULE 7 - LETTER OF DECLARATION

SCHEDULE 1

TENDER FORM

To:

TENDER REFERENCE NO.: KK/189/2025/JPR(TC)

INVITATION TO TENDER

**SUPPLY AND DELIVERY OF BICARBONATE DIALYSATE PART A AND PART B FOR DEPARTMENT OF RENAL SERVICES, MINISTRY OF HEALTH
FOR A PERIOD OF THREE (3) YEARS**

TENDER OF (name of tenderer)

Company/Business Registration No.: _____

Tender Closing Date: _____

DELIVERY PERIOD	
SHELF LIFE	

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY QUANTITY	BUFFER STOCK REQUIRED	PACK SIZE	BRAND OFFERED	UNIT PRICE	TOTAL PRICE
1	Bicarbonate Dialysate Part A With Glucose - (Liquid) – Contains of: Calcium 1.25 ± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride 110MMOL/L, Chloride.Glucose10.0±0.2MMOL/L Bicarbonate 32MMOL/L Or Equivalent	6,690 cans of 5 litres	1,338 cans of 5 litres	Cans of 5 litres			

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY QUANTITY	BUFFER STOCK REQUIRED	PACK SIZE	BRAND OFFERED	UNIT PRICE	TOTAL PRICE
2	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.8%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride111MMOL/L, Bicarbonate 31MMOL/L Or Equivalent	9,456 cans of 5 litres	1,891 cans of 5 litres	Cans of 5 litres			
3	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium 1.25%± 0.2MMOL/L, Magnesium 0.50±0.2MMOL/L, Potassium 2.0±0.2MMOL/L, Acetate 4.0±0.2MMOL/L, Sodium 140 MMOL/L, Chloride110.5MMOL/L, Bicarbonate 31MMOL/L Or Equivalent	113,006 cans of 5 litres	22,601 cans of 5 litres	Cans of 5 litres			
4	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5089921) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	19,696 packs of 650 gm	3,939 packs of 650 gm	Packs of 650 gm			
5	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5060781) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent	109,456 packs of 650 gm	21,891 packs of 650 gm				

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY QUANTITY	BUFFER STOCK REQUIRED	PACK SIZE	BRAND OFFERED	UNIT PRICE	TOTAL PRICE
TOTAL PRICE PER YEAR							
TOTAL PRICE FOR THREE (3) YEARS							

*** Note:**

1. **Shelf Life: Minimum 1½ years (18 months).**
2. **Must be compatible with existing Haemodialysis machine at respective sites.**
3. **Items must be delivered according to the requirement / scheduling of the respective sites.**
4. **Annex 1 is the estimated yearly quantity for each respective sites.**
5. **The tenderer shall regularly monitor the remaining stock balance for each item and ensure that the quantity delivered does not exceed the quantity of the approved tender.**
The tenderer shall inform at least six (6) months in advanced if the estimated remaining quantity is insufficient until the end of the contract.

1. We offer and undertake on your acceptance of our Tender to supply and deliver the above mentioned goods 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 **TWELVE (12)** 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 _____, 20_____.

[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 of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
 - *Supply and Delivery of Medical Supplies*
- (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 or 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

Customer Name and Address	Customer Type (Govt or Quasi Govt)*	Contact Person	Title	Contact Number, Fax Number and E-mail Address

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

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

SCHEDULE 6 - SUBMISSION OF SAMPLE

- 6.1 Tenderers shall submit the Submission of Sample form below in respect of the items specified in this tender.
- 6.2 Samples of the items to be submitted shall be:
 - a. identical in packing and manufacture to the items to be offered by the Tenderer; and
 - b. marked with the corresponding item number of the tender.

SUBMISSION OF SAMPLE FORM

To:

TENDER REFERENCE NO.: KK/189/2025/JPR(TC)

**SUPPLY AND DELIVERY OF BICARBONATE DIALYSATE PART A AND PART B FOR
DEPARTMENT OF RENAL SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3)
YEARS**

SUBMISSION OF SAMPLE FORM OF (NAME OF TENDERER)

ITEM NO.	DESCRIPTION	SAMPLE SUBMITTED (indicate with <input type="checkbox"/>)	SAMPLE NOT SUBMITTED (indicate with <input type="checkbox"/>)	OFFERED / NOT OFFERED (indicate as appropriate)
1.	Bicarbonate Dialysate Part A With Glucose - (Liquid) – Contains of: Calcium 1.25 ± 0.2 MMOL/L, Magnesium 0.50 ± 0.2 MMOL/L, Potassium 2.0 ± 0.2 MMOL/L, Acetate 4.0 ± 0.2 MMOL/L, Sodium 140 MMOL/L, Chloride 110MMOL/L, Chloride.Glucose 10.0 ± 0.2 MMOL/L Bicarbonate 32MMOL/L Or Equivalent			
2	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium $1.8\% \pm 0.2$ MMOL/L, Magnesium 0.50 ± 0.2 MMOL/L, Potassium 2.0 ± 0.2 MMOL/L, Acetate 4.0 ± 0.2 MMOL/L, Sodium 140 MMOL/L, Chloride 111MMOL/L, Bicarbonate 31MMOL/L Or Equivalent			
3	Bicarbonate Dialysate Part A - (Liquid) – Contains of: Calcium $1.25\% \pm 0.2$ MMOL/L, Magnesium 0.50 ± 0.2 MMOL/L, Potassium 2.0 ± 0.2 MMOL/L, Acetate 4.0 ± 0.2 MMOL/L, Sodium 140 MMOL/L, Chloride 110.5MMOL/L, Bicarbonate 31MMOL/L Or Equivalent			

ITEM NO.	DESCRIPTION	SAMPLE SUBMITTED (indicate with <input type="checkbox"/>)	SAMPLE NOT SUBMITTED (indicate with <input type="checkbox"/>)	OFFERED / NOT OFFERED (indicate as appropriate)
4.	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5089921) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent			
5.	Bicarbonate Dialysate Part B – (Powder) (Model Ref. No: 5060781) – Contains of: Sodium Bicarbonate 8.4% Or Equivalent			

*Supply and Delivery to

- Rimba Dialysis Centre
- Kiarong Dialysis Centre
- Renal Unit, Raja Isteri Pengiran Anak Saleha Hospital
- Temburong Dialysis Centre

Note:

1. **Shelf Life: Minimum 1½ years (18 months).**
2. **Must be compatible with existing Haemodialysis machine at respective sites.**
3. **Items must be delivered according to the requirement / scheduling of the respective sites.**

We understand as stated in the Instructions to Tenderers that Tenders without samples shall not be considered.

Tenderer's official stamp:

[Signature of authorized officer of Tenderer]

Name:

Designation:

Date:

FOR OFFICE USE

Date of receipt : _____

Receiving Officer : _____

SCHEDULE A

SPECIFICATION AND UNIT PRICE OF THE GOODS

SCHEDULE B

BANK GUARANTEE FOR PERFORMANCE BOND

To: [.....]

1. WHEREAS [*name of Supplier*] of (“the Supplier”) has entered into an agreement with the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam, represented by the Ministry of Health (“the Government”) dated for(Agreement Ref. _____) (“the Agreement”) and in this connection a performance bond is required in the sum of [*state amount*] as security for the fulfillment by the Supplier of its obligations under the Agreement.

2. NOW we [*name of the bank*] of [*registered address of the bank*], hereby guarantee payment to the Government on demand of up to [*state amount*] (“the Guaranteed Sum”) in the event of the failing to fulfil the Agreement, provided that the Government’s claim hereunder is received in writing at this office accompanied by a signed statement that the Supplier has failed to fulfil the Agreement, without the Government needing to prove or show any ground(s) or reason(s) for its demand.

3. Such statement shall be accepted by us as conclusive evidence that the amount claimed is due to the Government under this Guarantee.

4. We shall not be discharged or released from this Guarantee by any arrangement between the Government and the Supplier with or without our consent or by any alteration in the obligations undertaken by the Supplier or by any forbearance whether as to payment, time, performance or otherwise.

5. This Guarantee shall become operative on the date of signing of the Agreement by the Government and the Supplier and shall expire six (6) months after the expiry of the Agreement (as defined and specified in the Agreement).

6. The Government may make more than one claim on this Guarantee so long as the claims are made in accordance with clause 2 hereof and the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

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

Dated this _____ day of _____ 20 .

[*signature of authorized signatory*]
For and behalf of [*name of the bank*].