

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

1. Before tendering, the tenderer shall visit the site where the Works are to be carried out and shall also carefully examine the relevant Terms and Conditions of Contract, Drawings, Specification and all other accompanying schedules, etc.

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the **HJH ROHAYAH BINTI HJ ABU BAKAR, KETUA BAHAGIAN PEMELIHARAAN ESTET, KUALA BELAIT (3335331 EXT 4304/3272)**

On tendering, the tenderer shall be deemed to have examined the documents referred to above and shall be bound by the terms and conditions therein.

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration: -

- (a) Valid Tenderer's Registration Certificate from the **Ministry of Development (Class II and above - Category E01, E02 & E02)** and/or **Ministry of Health**.
- (b) Business Enactment Act Section 16 & 17.
- (c) The Tender Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
- (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

Tender documents must be duly completed, signed and dated. Any tender which is incomplete or unsigned will render the tender to be rejected.

3. (a) Tenders and documents in connection therewith as specified above, must be delivered to the place at or before the time specified.
(b) In the case of the tender not being delivered by hand, the tenderer must arrange for his / her tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
(c) In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.

Tenders shall remain valid for **6 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be **B\$5.00 (Five Dollar Only)**
8. No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender must be done in the official printed tender forms which is available from the **PURCHASING AND PROCUREMENT SECTION, MINISTRY OF HEALTH**.

The completed tender documents are to be lodged on or before
enveloped addressed to :-

2.00 PM on SATURDAY in a sealed

TENDER / QUOTATION (QTN) BOX

**PENGERUSI SEBUTHARGA
TINGKAT BAWAH
KEMENTERIAN KESIHATAN
JALAN COMMONWEALTH DRIVE
NEGARA BRUNEI DARUSSALAM**

The top part of the sealed envelope must be written stating the following :-

Quotation No. : _____ Quotation Closing Date : _____
Title : **RECTIFICATION, MODIFICATION AND SUPPLYING OF NEW SWITCHBOARD C/W POWER CABLES FOR
SERIA HEALTH CENTRE, KUALA BELAIT**



Quotation For : RECTIFICATION, MODIFICATION AND SUPPLYING OF NEW SWITCHBOARD C/W POWER CABLES FOR SERIA
HEALTH CENTRE, KUALA BELAIT

Quotation No. : Closed On : Receipt No. :

PART A - AGREEMENT

1.0 On behalf of _____ I, the undersigned, agree to carry out the above Works / Service / Supply * for a sum of B\$ _____ .
(Brunei Dollars _____)
(or), _____

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-)*
 % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of **2** Days / **Weeks** / Months in accordance with the terms and conditions below.

2.0 Owner / Director * 's : _____
Signature & Name
IC No. : _____

2.1 Signature & Name of : _____
Witness
IC No. : _____

2.2 Company Address _____

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

2.4 Date : _____

ACCEPTANCE OF CONTRACT (FOR OFFICIAL USE ONLY)

3.0 On behalf of the Brunei Government, I accept your offer to carry out all / items * _____
of the above for a sum of B\$ _____
(Brunei Dollars _____)

or

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-) *
 % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of _____ Days / Weeks / Months * in accordance with the terms and conditions below.

4.0 _____
()

4.1

4.2 Signature & Name : _____
of witness ()

4.3 Address :

4.4 Tel. No. : Fax No. : E-mail :

4.5 Date of Contract : Approval No. :

4.6 The Superintending Officer is :

4.7 The Starting Date is on _____ :

Note : An asterisk * indicates text that is to be deleted as appropriate

PART B - TERMS OF QUOTATION

1.0. BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Contractor to do his Works.
- 1.1.2 To provide all information and facilities stated in this Contract to enable the Contractor to do his Works.
- 1.1.3 To pay the Contractor as provided in this Contract.
- 1.1.4 To assign a Superintending Officer to administer this Contract.
- 1.1.5 May take out or renew collateral warranty and insurance as referred to in Clause 1.2.3 and Clause 1.2.4 below if the Contractor fails to do so.

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the Completion Date(s) and Contract Period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to their Works.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Superintending Officer.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times.

1.3 Instructions, Certifications & Job Orders

- 1.3.1 The Superintending Officer can issue instructions and certifications including Job Orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and Job Orders must be in writing, dated and clearly identified as Superintending Officer's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Superintending Officer must state a commencement date and a reasonable date for its completion and the Contractor must complete each Job Order by that completion date.
- 1.3.4 The minimum and maximum of any one Job Order to be issued as stated in the Appendix Item 5.0 and the maximum to be issued must be capable of being carried out and completed within the Contract Period.
- 1.3.5 The Contractor must comply with all instructions, certifications and Job Orders issued by the Superintending Officer.
- 1.3.6 The Superintending Officer may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.5, and the Contractor shall pay for all extra costs incurred.

2.0. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

- 2.1.1 The Contractor must do his Works based on the documents referred to in this Contract and other instructions and information given to him by the Superintending Officer.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Superintending Officer shall inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), the Superintending Officer may arrange others to rectify the shortfall(s). The Superintending Officer can also certify either:
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the Payment Certification Clause.
- 2.1.4 The Superintending Officer can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix Item No. 3.0) after the Superintending Officer confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

- 2.2.1 The Contractor must keep the site clean and safe at all times.
- 2.2.2 The Contractor must comply with all laws and regulations relating to Health, Safety and Environment Act, if any.

3.0. TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Superintending Officer will inform the Contractor when to start work in writing. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.

- 3.1.3 The Superintending Officer can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the Completion Date(s) stated in this Contract or as instructed by the Superintending Officer.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Superintending Officer or anyone within either of their responsibility or control (which includes other Contractors on site), or anything beyond the Contractor's control, disrupts the Contractor from finishing within the completion period, the Superintending Officer must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Superintending Officer must adjust the Completion Date(s).
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

- 3.3.1 When the Contractor practically completed all the Works, he shall inform the Superintending Officer stating he has completed.
- 3.3.2 The Superintending Officer must decide when the Works has actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Superintending Officer must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a Final Completion Certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix Item No. 3.0) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Superintending Officer, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish by the date stated in the Contract or Job Order, he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the Payment Certification Clause.
- 3.4.2 Liquidated Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completed the Works.

4.0. VARIATIONS TO WORK

- 4.1 The Superintending Officer can issue instructions to vary the Works to be done.
- 4.2 If the Superintending Officer instructs the Contractor to vary any of the Works and there is a financial impact, the Superintending Officer must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.3 The Superintending Officer must value the variation work using the Summary of Works rates and/or adjusted Schedule of Rates. If neither are available then using fair market rates.
- 4.4 This shall be done in a written certificate clearly identified as variation Order certificate.

5.0. PAYMENT CERTIFICATION

5.1 Claims and Payment Certificate

- 5.1.1 The Contractor must submit a claim for the Works done before any payment certificate can be issued.

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
- 5.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Superintending Officer and properly done by the Contractor.
- 5.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
 - (b) The value of any shortfall(s) due to Works done according to this Contract or due to any other breach of this Contract by the Contractor which the Superintending Officer has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Superintending Officer can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.

- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Superintending Officer.
- (d) The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
 - (i) Adding the total under additions above;
 - (ii) Deducting the total of all deductions above; and
 - (iii) Deducting the cumulative amount certified previously.
- (e) The Superintending Officer may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0. TERMINATION OF CONTRACT

6.1 If the Contractor :

- (a) Suspends the Works before completion without any reasonable cause; and/or
- (b) Fails to proceed with the Works within the time stated in the Superintending Officer's instructions; and/or
- (c) Fails to comply with the Superintending Officer's Instructions;

for fourteen (14) days after a notice sent to the Contractor, the Superintending Officer can determine this Contract by a written notice.

6.2 If the Contractor :

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the Government or the like acts shall have been done by any person employed by the Contractor or acting on his behalf (with or without the knowledge of the Contractor), or if, in relation to this Contract or any other contract with the Government, the Contractor, or any person employed by the Contractor or acting on his behalf shall have committed or abetted to commit an offence under the Prevention of Corruption Act (Chapter 131) or section 161, 162, 163, 164, 165, 213, 214 or 215 of the Penal Code (Chapter 22);

this Contract is terminated by a written notice.

6.3 In either (6.1) or (6.2) above, the Superintending Officer may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6.4 Termination For Convenience :

- (a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;
 - (i) cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
 - (ii) Vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and hand back possession of the site to the Government.
- (b) In the event of termination under this Clause, Superintending Officer shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Superintending Officer. In the event that the Contractor does not submit the necessary information required, the Superintending Officer shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

PART C - APPENDIX

1.0	Completion Date : (If not stated, to be instructed by the Superintending Officer. If more than one completion period, identify the scope of Works for each completion period). For Term Contract, the Contract shall ends when the following conditions are met : (a) The actual expiration of the Contract Period; or (b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.	2 / WEEKS
2.0	Liquidated and Ascertained Damages (LAD) : (If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay).	B\$ _____ per day
3.0	Shortfalls / Defects Liability Period : (If none stated, SIX (6) MONTHS from the date of completion).	6 Months
4.0	Retention Sum : (If none stated, FIVE (5%) PERCENT of the Contract Sum).	5 % of the Contract Sum
5.0	Minimum and Maximum Values of Job Orders : Minimum value of any one Job Order to be issued Maximum value of any one Job Order to be issued (If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).	≤ B\$ _____ ≥ B\$ _____
6.0	Approximate Maximum Total Value of All Job Orders for the Contract Period : (If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSAND) The Superintending Officer gives no warranty or undertaking as to the actual amount of Works that will be issued through Job Orders and no variance in the actual value of Works ordered shall give rise to a change in any rate, price or percentage adjustment.	≤ B\$ _____

SUMMARY OF TENDER

Tajuk / Title : RECTIFICATION, MODIFICATION AND SUPPLYING OF NEW SWITCHBOARD C/W POWER CABLES FOR SERIA HEALTH CENTRE, KUALA BELAIT

Bil. Sebutarga : _____ **Bil. Permohonan :** _____ **No. MOH :** _____
 Quotation No. Request Ref. MOH No.

Muka 1 **Dari** 3
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Bil. No.	Keterangan / Description	Unit Unit	Kuantiti Quantity	Rate	Amount
1	Note : The contractor is deemed to have visited the site while preparing the tender and ascertain himself the extent of the work involved and the nature of the working conditions and make himself thoroughly acquainted with and site restrictions, obstruction and all other details liable to affect his tender, and to allow all cost for the above in his tender, as no claim for extra payment in respect of the above will be entertained. Any discrepancies between the tender drawings and site conditions must be brought immediately to the notice of the Estate Management SSBH for clarification not later than one week before submission of this tender.	lot	1		
2	Progress Photographs Allow for submission of Progress Reports with progress photographs of the works during construction, as per fortnight and per month. Each submission should comprise minimum of 12 photos. The ownership and copyright of all photographs and negatives/ softcopy will belong to the client/ the Government. All the photographs shall be recorded on CD media in JPEG format and submitted to client at the end of the contract with a project closing out Report, prior issuance of C.P.C by Employer.	lot	1		
3	Arrangement with supply authority The contractor shall make arrangement and pay all deposits, fees and charges require by the supply authority for permission to install connect and remove upon completion.	lot	1		
4	Site management team The contractor shall provide for all on and offsite management and supervisory cost and charges including the cost of the site Engineer and Foreman in charge. The contractor shall keep on site at all time at least one qualified competent site engineer who is experience.	lot	1		
5	Safety The contractor shall allow for all cost and charges incurred by complying with all safety regulation of the government (such as Ministry of Health, Ministry of Development, Health, Safety & Environment regulation/ Guidelines). All persons employed on the site and all person visiting the site are to be provided with suitable British & American Standard safety Helmets, safety Boots and other applicable safety gears.	lot	1		
6	Dust prevention The contractor shall make adequate provision against dust pollution by spraying, erecting screen or other suitable method including regularly cleaning out rubbish and debris at daily interval so as to protect all works under this contract.	lot	1		
7	Maintenance and Protection of Property The contractor shall allow for taking all necessary precautionary measures during the conservation of materials. During construction of the works so as to cause minimum damage to existing properties, main Switchboard, existing XLPE cables and for making good to damages incurred.	lot	1		
Jumlah Keseluruhan					

Bil. No.	Keterangan / Description	Unit Unit	Kuantiti Quantity	Rate	Amount
8	Transporting Materials The contractor shall allow for taking measurement during loading and unloading materials for the works so as to ensure that the street, footpath are not obstructed for emergency vehicles of hospital or the traffic impeded.	lot	1	c/f	
9	Site Clearance The contractor shall carry out general site clearance at the end of the contract to the satisfaction of relevant authorities and engineers.	lot	1		
10	Maintenance After Completion The contractor shall carry out maintenance to the plant and equipment supplied as per manufacturer's recommendation during Defect Liability Period – nine (9) month from C.P.C date.	lot	1		
11	As Built Drawing and Operation Manuals Operation and Maintenance Demonstration/ Training as per manufacturer's recommendation/ specification. Three (3) sets of As Built Drawings in A1 size and one (1) set Intermediate print and an Auto Cad Soft copy.	lot	1		
12	Dismantling Works To prepare proper skillful technicians and technical expert of the manufacturers to dismantle existing busbars, cables, motorized breakers, control wirings and prepare new modification works for new motorized mechanism and upgrade busbar rating to 200A including all protection relays, metering and all related.	lot	1		
13	New Sub Switchboard/Essential To supply and install new 150A main Sub Switchboard/ gen Floor standing or Wall mounted as convenient to site condition incorporated with enclosure to IP 54 degree of Protection, Ics + 100% Icu Asymmetrical/ Symmetrical 85KA Breaking Capacity 440VAC @ 50 Deg. C with Locking facilities comprising of the followings 1 Set of 4 no 200A bus insulated bars to occupy 4 no outgoing breakers with Neutrals 3 no 100A MCCB with ESP415M3 Lightning Protection 1 no Digital type OVERCURRENT RELAY 1 no Digital type EARTH FAULT RELAY 1 no Voltmeter with Selector Switch 1 set of Incoming & Outgoing Indicator NOTE: ALL NEW ENGRAVING SHOULD BE IN RED/WHITE COLOR FOR ESSENTIAL SUPPLY AT NEW APNEL AND EXISTING SSB	lot	1		
14	Modification of Essential Main Switchboard To supply and install new power cables for new 200A Switchboard, to modify existing bus bars and all necessary accessories.	lot	1		
15	Modification of Existing SSB at Clinic To dismantle existing power cable form existing SSB at DB/Treatment Room DB/MRO DB/DENTAL All power cables from busbars to breakers should be removed from SSB and hand to ESTET KB Hospital.	lot	1		
16	New Underground Power Cables To supply, deliver, install new power cable from existing Main Switchboard to new SSB/Essential and to SSB for 3 no 100A MCCB Cable to be used for XLPE/SWA/PVC 4C 50MM2 – 100M XLPE/SWA/PVC 4C 35MM2 – 50M	lot	1		
Jumlah Keseluruhan					

Bil. No.	Keterangan / Description	Unit Unit	Kuantiti Quantity	Rate	Amount
17	Testing and Commissioning To conduct testing and 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.	lot	1	c/f	
18	Repairing Works at MSSB To replace existing indicator lights, fuses, earth fault relays and overcurrent relays rate to include but limited to any other breakers, changeover switch relays, timers and no extra claims will be acceptable.	lot	1		
JUMLAH KESELURUHAN BAGI RINGKASAN SEBUTHARGA INI PART A – ITEM 1.0 TOTAL AMOUNT FOR THIS SUMMARY OF QUOTATION CARRIED TO PART A-AGREEMENT ITEM 1.0					

SITE VISIT FORM

TENDER REFERENCE NO: _____

RECTIFICATION, MODIFICATION AND SUPPLYING OF NEW SWITCHBOARD C/W POWER CABLES FOR SERIA HEALTH CENTRE, KUALA BELAIT

COMPANY NAME : _____

DATE OF SITE VISIT : _____

I hereby on behalf of my Company has made a Site Visit to the work location on the date stated above and understand the work requirement(s) and all specification stated in this Tender document.

I (My Company) also agree not to make any additional claim to MOH should any accident(s) or damage(s) occur during the contract period.

CONTRACTOR'S SIGNATURE

NAME: _____

DATE: _____

COMPANY STAMP

FOR OFFICIAL USE ONLY

VERIFIED BY
S.O./O.I.C.

NAME: _____

DATE: _____

DEPARTMENT STAMP

The Contractor must fill in this form and obtain signature from the S.O./O.I.C. as verification for having visited the Site. Failing to do so will lead to **disqualification** from this Tender.

Note: Site Visit shall ONLY be done on Tuesday or Thursday prior to the tender closing date. (09.30 AM - 12.00PM) (01.45 PM - 04.00PM)	Telephone No. : 3335331/2 Ext. no. 3272 / 4304
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