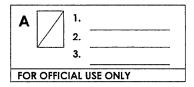
# ESTATE MANAGEMENT MINISTRY OF HEALTH



juo	tation No. :	Closed :	Receipt No. :
ARI	TA - AGREEMENT		
1.0	On behalf of out the above Works / Service / Supply* for a (Brunei Dollars)	sum of B\$	I, the undersigned, agree to carry
	(or),		
	At Schedule of Rates attached subject to the a % with an app	• • • • • •	itional (+) / a deduction (-)* m as stated in PART C - APPENDIX Item 6.0
	And,		
	within the Contract Period of	Days / Weeks / Months* in accor	dance with the terms and conditions below.
			В
2.0			
	Signature & Name ( IC No. :	)	
			<del></del>
2.1	Signature &Name of :		
	williess (	1	
2.2	Company Address :		
			Commence
			Company Stamp
2.3	Tel. No. :	Fax No. :	E-mail :
2.4	Date :		
CC	EPTANCE OF CONTRACT (FOR OFFICIAL USE ON	LY)	
3.0	of the above for a sum of B\$	ept your offer to carry out all/ite	ms*
	(Brunei Dollars)		
	or		
	At Schedule of Rates attached subject to the a with an approxir		itional (+) / a deduction (-)* stated in PART C - APPENDIX Item 6.0.
	And,		
	within the Contract Period of	Days / Weeks / Months * in acco	rdance with the terms and conditions below
1.0			С
4.1	( )		
	For Senior Special Duties Officer		
4.2	Signature & Name :(	1	Department Stamp
1.3	Address :	•	
1.4	Tel. No. :	Fax No. :	E-mail :
	Date of Contract :		
1.5	The Constant Administration in		
4.5 4.6	The Contract Administrator is :  The Starting Date is on :		

#### 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 Contract Administrator 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 Contract Administrator.
- 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 Contract Administrator 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 Contract Administrator's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Contract Administrator 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 Contract Administrator.
- 1.3.6 The Contract Administrator 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 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 Contract Administrator.
- 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 Contract Administrator 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 Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator 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 Contract Administrator 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 Contract Administrator 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 TIME OBLIGATIONS

## 3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator 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 Contract Administrator 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 Contract Administrator.

### 3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Contract Administrator 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 Contract Administrator must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Contract Administrator 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 Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator 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 Contract Administrator 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 Contract Administrator, 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 VARIATIONS TO WORK

- 4.1.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 4.1.2 If the Contract Administrator instructs the Contractor to vary any of the Works and there is a financial impact, the Contract Administrator must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.1.3 The Contract Administrator 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.
- 4.1.4 This shall be done in a written certificate clearly identified as Variation Order certificate.

### 5 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 Contract Administrator 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 Contract Administrator has informed the Contractor. If the Contract of does not rectify the shortfall(s) the Contract Administrator 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 Contract Administrator.

- (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 Contract Administrator 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 Contract Administrator's Instructions; and/or
  - (c) Fails to comply with the Contract Administrator's Instructions;

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

- 6.2 If the Contractor:
  - (a) Becomes bankrupt; or
  - (b) Goes into liquidation; or
  - (c) Has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing on forbearing to show favour or disfovour 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 Contract Administrator 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 handback possession of the site to the Government.
  - (b) In the event of termination under this Clause, Contract Administrator shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Contract Administrator. In the event that the Contractor does not submit the necessary information required, the Contract Administrator 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 Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)			
	For Term Contract, the Contract shall ends when the following conditions are met:			
	(a) The actual expiration of the Contract Period; or			
	(b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached;			
	Whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.			
2.0	Liquidated and Ascertained Damages (LAD):			
	(If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	= <u>15% x Contract Sum</u> No. of Days		
3.0	Shortfalls / Defects Liability Period:		09	Months
	(If none stated, NINE (9) MONTHS from the date of completion)			-
4.0	Retention Sum:		5	% of the Contract Sum
	(If none stated, FIVE (5%) PERCENT of the Contract Sum)			
5.0	Minimum and Maximum Values of Job Orders:			
	Minimum value of any one Job Order to be issued	≤ B\$		_
	Maximum value of any one Job Order to be issued	≥ B\$		
	(If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period)	,		-
6.0	Approximate Maximum Total Value of All Job Orders for the Contract Period:	≤ B\$		
	(If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS)		, <u>, , , ,                            </u>	-
	The Contract Administrator 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.			

## /[:RINGKASAN TAWARAN SUMMARY OF TENDER

Tajuk / Title

: SUPPLY AND INSTALL STAINLESS STEEL WATER TANK NEAR SPECIALIST BUILDING, RAJA ISTERI PENGIRAN ANAK SALEHA

HOSPITAL

**Bil. Sebutharga** Quotation No.

Bil.	Keterangan	Unit	Kadar	Kuantiti	Jumlah Amount	
No.	Description		Rate	Quantity	\$	¢
	The rates quoted shall include:					
Α	Materials, consumables, labour, insurance, tools, equipment, transport, barrier and others deemed necessary to carry out the works specified in the following description.					
В	Materials and consumables required in compliance to Infection Control Risk Assessment Implementation and Monitor Policy.					
С	All reinstatement and rectification works arise from the work.					
1.0	BILL NO.1 - DISMANTLING WORKS					
1.1	Demolishing / dismantling / removal of existing fibre reinforce plymer domestic water tank of size 6m (l) x 3m (w) x 2m (h) including clearing, cleaning and make good of the existing reinforce concrete plinth in preparation for new domestic stainless steel water tank. Dispose of site all surplus/ debris to contractor's own dump area.	Lot		1		
2.0	BILL NO.2 – WATER TANK					
2.1	To supply and install new G316 stainless steel domestic water tank of size 6m (l) x 3m (w) x 2m (h) with 3m (l) x 2m (h) partition in the middle, fitted with nuts and bolts, flange or socket fittings for the inlet, outlet, overflow and drain pipes, 600mm diameter access manhole for water tank maintenance, external and internal stainless steel ladder for water tank maintenance, water indicator, air ventilation, float valve and other accessories/ fittings required to complete the work. Rate shall include repairing the existing reinforced cement concrete water tank support beam.  (Brand offered;)  (Warranty offered;)	Set		1		
2.2	Remove existing rusted pipes and dispose of site to contractor's own dump, to install new Schedule 10, 2" and 4" stainless steel pipes, 2 nos 2" butterfly valves, 3 nos 3" butterfly valves, new bypass pipelines complete with other necessary fittings to complete the works.	Lot		1		
	JUMLAH KESELURUHAN BA TOTAL A		KASAN TAV			

## **SITE VISIT FORM**

## SUPPLY AND INSTALL STAINLESS STEEL WATER TANK NEAR SPECIALIST BUILDING, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL

COMPANY NAME	:			
DATE OF SITE VISIT	· •			
			e work location on the date stated in this Quotation document.	above and
I (My Company) also agoccur during the contract		any additional claim t	to MOH should any accident(s) or	damage(s)
CONTRACTOR'S SIG	NATURE		<u></u>	
NAME:				
DATE:			COMPANY ST	MP
FOR OFFICIAL USE ONLY				
VERIFIED BY S.O./O.I.C.				
<b>5.0.70.1.c.</b>				
		<u>.</u>		
NAME:				
DATE:			DEPARTMENT S	TAMP

The Contractor must visit the site before quoting any price for the work stated in this Quotation and shall satisfy himself as to the nature of work and site condition.

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 Quotation.

## QUOTATION SUBMISSION REQUIREMENT

## 1.0 GENERAL CHECKLIST

The Tenderer is required to fulfill all requirements stated in this section by submitting a **copy** of all relevant documents whichever applicable to this Quotation, stamped and shall complete the checklist provided as a verification.

	Description
1)	Valid Builder's License/Contractor Registration Certificate/Supplier's Certificate approved by the Authority for Building Control and Construction Industry (ABCi), Ministry of Development.
2)	List of company's worker with names as stated in the identity card/passport, identity card number, position and salary and local and foreign workers percentages.
3)	Completing the Tender's Integrity Declaration Form.
4)	Company Registration License Form X, 16 & 17.

## **SECTION 1 - GENERAL**

## SUPPLY AND INSTALL STAINLESS STEEL WATER TANK NEAR SPECIALIST BUILDING, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL

## 1.0 OBJECTIVE

1.1 The objective of calling this quotation is for inviting qualified contractors in the relevant classes and categories to do installation work of stainless steel water tank near specialist building, Raja Isteri Pengiran Anak Saleha Hospital.

## 2.0 GENERAL

- 2.1 The Contractor MUST visit and examine the site, take necessary measurements, familiarize and take into account all relevant aspects and the nature of works stated in this quotation. No claim for adjustment or extra cost will be paid in due to negligence in his quotation price.
- 2.2 All prices quoted shall be deemed to have allowed for all costs or expenses and have taken all consideration in the nature of this contract including labor, tools, materials, transportation, shipping, custom charges and others necessary. No extra cost will be paid in in respect thereof due to negligence in his quotation price.
- 2.3 The Contractor shall comply with the latest or current Health, Safety & Environment (HSE) guidelines regulations practiced at Raja Isteri Pengiran Anak Saleha Hospital, Public Works Department (PWD), and the latest HSE regulations of relevant Authorities.
- 2.4 Any damages to the RIPAS Hospital assets found on site shall be reported to the S.O. and if the damages occurred is due to negligence during the contract period, it shall be reinstated by the Contractor at no extra cost.
- 2.5 RIPAS Estate Management Section reserves the right to re-schedule or postpone the work and will advise Contractor in advance of any changes in the work schedule. The Contractor is not entitled for claim against for any changes in the work schedule.
- 2.6 The Contractor shall consistently take photos throughout the contract period which shall be attached in his payment claim and shall be properly arranged and labelled.
- 2.7 All works, equipments and materials to be used and installed under this contract shall be of first grade design and complying with Authority for Building Control and Construction Industry (ABCi), British Standards or other Approved International Standards. The Contractor shall attach letter/document from the relevant authorities indicating its approval for the items he intended to use.
- 2.8 The S.O. have the right to request amendment or correction of work if it is not satisfactory in terms of quality, workmanship or according to instructions at the Contractor expense. Any job done which are not within the contract scope and done without S.O.'s approval shall not be claimed and will not be entertained due to negligence of contractor.

- 2.9 The Contractor is responsible for the housekeeping of the working area at all times during the period of this contract.
- 2.10 The Contractor is responsible for the housekeeping of the working area at all times during the period of this contract.

## 3.0 MANPOWER

- 3.1 The Contractor shall provide and maintain all manpower for the whole contract period, full time supervision of all his employees, personnel and The Contractor is responsible for ensuring the workers assigned for the performance of the works are experienced and competent in their respective job or trade category.
- 3.2 The Contractor shall provide Personal Protection Equipment (PPE) such as coverall (company logo/ name), safety helmets, gloves, goggles, safety shoes for all of his workers during the course of work for the proper execution and completion of replacement works and perform all works in a safe manner.
- 3.3 The Contractor shall complete the Work Permit provided by RIPAS Estate Management Section for the preparation of temporary pass.

## 4.0 WORKING HOURS

The working hours for the workers included break time are as follows:-

Working Hours (Morning): 07.45 a.m. to 12.15 p.m. Working Hours (Afternoon): 1.30 p.m. to 4.30 p.m.

Working Days: Monday to Saturday

Off Days : Friday, Sunday and Public Holiday

Note: The workers shall be able to work overtime upon the Department's requirement at no additional charges.

## 5.0 SCHEDULE OF MANUFACTURERS AND SUPPLIERS

5.1 The Tenderer shall complete Schedule A the specifications of the offered item he intends to propose. Brochures or catalogue of the offered items consisting of technical manufacture must be attached to show all equipment, specification and dimension for proper assessment by the S.O. The Tenderer shall also attach any additional document consisting additional information for supporting his offer where necessary or when requested by the S.O. Contractor is strictly not allowed to change material as listed in this schedule after submission of this Quotation unless it is deemed below the minimum requirement by S.O.

## 6.0 INSURANCE

6.1 The Contractor shall maintain, and continue to maintain throughout the term of this contract, and at its own expense, comprehensive general liability, errors and omissions, workmen's compensation, public liability, fire, property damage in and must have it available to show S.O. that such insurance is in effect when requested.

## 7.0 SUBMISSION OF DOCUMENTS

7.1 Contractor shall submit documents requested by the S.O. upon completion material list, connection diagram, catalogue or brochure and others deemed necessary.

## **SECTION 2 - SPECIFICATION**

## SUPPLY AND INSTALL STAINLESS STEEL WATER TANK NEAR SPECIALIST BUILDING, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL

## 1.0 GENERAL

- 1.1 This contract is for the supply and provision of all necessary labour, materials, supervision, risk, tools, implements and every other thing required in carrying out all the conditions of the contract and for the timely and satisfactory completion of the entire works contained in this contract.
- 1.2 Materials to be used shall be of the best quality approved by the S.O, workmanship shall be equal to the best in prevailing trade practices.
- 1.3 The Contractor shall note that work carried out without submitting samples for prior approval shall, in the event of unsuitability, unacceptability be rejected forthwith without benefit of compensation in either money or time and the contractor shall require to replace such work immediately in accordance with the requirement of the S.O.

## 2.0 WATER TANK

2.1 The water tank shall be in Stainless Steel G316 with nominal capacity of 36,000 L designed to serve domestic water supply purposes. It will be installed at ground level on an reinforced concrete plinth and shall include all accessories, piping, supports and fittings as per approved design and specification.

## 3.0 PLUMBING

3.1 Cold and drinking water pipes – Stainless Steel BS 4127 and shall be concealed/lay in concrete. All water supply, waste and soil pipe connected to the nearest existing/manhole.

## SCHEDULE A - SCHEDULE OF MANUFACTURER AND SUPPLIERS

Item	Description	Offered		
1	Water tank	Brand:		
		Thickness:		
		Warranty:		
2	Pipes	Brand:		
		Properties:		
		Warranty:		
3	Butterfly Valves	Brand:		
		Properties:		
		Warranty:		
·				