

## 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 Officer In Charge, Estate Maintenance Section [Tel: 2242424 Ext.2222] or Muhammad Haziq Bin Abd Ghani [Tel: 868 1401]**

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 / Category - 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 **3 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 **BS 5.00 / N/A \***.
8. No unauthorised alteration or use of 'correction pen' 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 \_\_\_\_\_ PM on \_\_\_\_\_ in a sealed enveloped addressed to :-

**TENDER / QUOTATION (QTN) BOX**  
Quotation/Tender Box,  
Pengerusi Jawatankuasa Sebutharga / Lembaga Tawaran Kecil  
Kementerian Kesihatan

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

Quotation No. : \_\_\_\_\_ Quotation Closing Date : \_\_\_\_\_  
Project Title : **THE PROVISION OF MAINTENANCE SERVICES FOR PLUMBING SANITARY AND DRAINAGE AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS**

\* Delete As Necessary

**ESTATE MANAGEMENT  
MINISTRY OF HEALTH**

<b>A</b>	<input type="checkbox"/>	1. _____
	<input type="checkbox"/>	2. _____
	<input type="checkbox"/>	3. _____
<b>FOR OFFICIAL USE ONLY</b>		

Quotation For : **THE PROVISION OF MAINTENANCE SERVICES FOR PLUMBING SANITARY AND DRAINAGE AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS**

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 **06 (Six)** 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 : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>B</b>
Company Stamp

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 \_\_\_\_\_  
For Senior Special Duties Officer

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 Contract Administrator is : \_\_\_\_\_

4.7 The Starting Date is on : \_\_\_\_\_

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

<b>C</b>
Department Stamp

## 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 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 Contractor 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 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 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**

<p><b>1.0</b></p>	<p><b>Completion Date:</b>          (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.</p>	<p>_____</p>
<p><b>2.0</b></p>	<p><b>Liquidated and Ascertained Damages (LAD):</b>          (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)</p>	<p><b>= 15% x Contract Sum          No. of Days</b></p>
<p><b>3.0</b></p>	<p><b>Shortfalls / Defects Liability Period:</b>          (If none stated, <b>NINE (9) MONTHS</b> from the date of completion)</p>	<p><u>      <b>N.A</b>      </u> Months</p>
<p><b>4.0</b></p>	<p><b>Retention Sum:</b>          (If none stated, <b>FIVE (5%) PERCENT</b> of the Contract Sum)</p>	<p><u>      <b>N.A</b>      </u> % of the Contract Sum</p>
<p><b>5.0</b></p>	<p><b>Minimum and Maximum Values of Job Orders:</b>          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)</p>	<p>≤ B\$ _____          ≥ B\$ _____</p>
<p><b>6.0</b></p>	<p><b>Approximate Maximum Total Value of All Job Orders for the Contract Period:</b>          (If not stated, <b>NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS</b>)          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.</p>	<p>≤ B\$ <u>      <b>50,000.00</b>      </u></p>

## SITE VISIT FORM

### THE PROVISION OF MAINTENANCE SERVICES FOR PLUMBING SANITARY AND DRAINAGE AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS

**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 Quotation 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:** \_\_\_\_\_

<b>COMPANY STAMP</b>
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**FOR OFFICIAL USE ONLY**

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

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

<b>DEPARTMENT STAMP</b>
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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**

### **THE PROVISION OF MAINTENANCE SERVICES FOR PLUMBING SANITARY AND DRAINAGE AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS**

#### **1.0 OBJECTIVE**

- 1.1 The objective of calling this quotation is for inviting qualified contractors in the relevant classes and categories to do maintenance for plumbing work at 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.

### **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 SCHEDULE OF MANUFACTURERS AND SUPPLIERS**

- 4.1 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.

### **5.0 INSURANCE**

- 5.1 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.

### **6.0 SUBMISSION OF DOCUMENTS**

- 6.1 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

### THE PROVISION OF MAINTENANCE SERVICES FOR PLUMBING SANITARY AND DRAINAGE AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS

#### 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 Tenderers are sought from suitably qualified contractors who wish to be considered for the Maintenance Services of plumbing, drainage and sewerage components (hereinafter referred to as "Plumbing Services") at the following sites (hereinafter referred to as "Hospital"):
  - o Raja Isteri Pengiran Anak Saleha Hospital
  - o Women & Children Centre
  - o Child Development Centre, Kiarong
  - o Psychiatry Services, Kiarong
  - o Banglo Berkhatan, Kiarong
  - o Pusat Amal CeraH Sejahtera, Subok
- 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 SCOPE OF WORK

The works to be executed shall comprise of the following:

- 2.1 To attend, check, inspect, investigate, rectify, make good and others necessary **ANY** breakdown of Plumbing Services as per service call issued by the S.O or his representative at **any** times including Fridays, Sundays and Public Holidays as directed by the S.O if necessary, at **no additional charges**.
- 2.2 Prepare and submit any technical report backed with evidence related to major fault, defects/damages found in the event where it is deemed necessary.
- 2.3 The Contractor shall provide everything deemed necessary for the proper execution of all works according to the indent of specification such as tools, equipment, transport, barrier, necessary warning sign and others where necessary.

- 2.4 The Contractor shall maintain an office in Bandar Seri Begawan where he can be notified by telephone or whenever requested by S.O. to be dispatched for any repair, rectification or replacement works when instructed and for shorter response time.
- 2.5 The Contractor shall be available even after office hours, Fridays, Sundays and Public Holidays as directed by the S.O if necessary.
- 2.6 The Contractor shall maintain sufficient spare parts or items which are commonly used to avoid delay during breakdown during the period of the contract.
- 2.7 Any breakdown or complain must be reported to the S.O. or his representative within 24 hours in addition to the maintenance logging report made by the EMS staff. The report shall state the nature of fault, the work done and any further work that is required.
- 2.8 The Contractor shall remove and replace any supplied items which are damage, defect or not comply with the specification and/or including without the S.O's knowledge or verification. If the contractor fails to do so within the reasonable time, the S.O. has the option to remove the items and replace with the correct specification and the contractor shall be responsible with the cost and expenses incurred.
- 2.9 If the S.O. thinks that any of the items supplied are not in accordance with the specification, the S.O have the right to submit the items to expert for examination and/or testing. All test in connection therewith shall be borne by the Contractor.
- 2.10 The Contractor shall not assign this contract or any portion of the work to sub-contractor without the S.O. written permission. The consent shall not be reasonably refused to the prejudice of the Contractor. The Contractor is still solely and personally responsible for making sure that all terms, stipulation and conditions in this contract are followed by such authorized sub-contractor.
- 2.11 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.
- 2.11 The S.O. have the right to request amendment or correction of work if it is not satisfactory in terms of quality, workmanship, specification 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.
- 2.12 The coverage of the Maintenance Services shall include water supply and distribution pipeline within the compound of location stated in Clause 1.1, sanitary wares, (refer to Schedule B for elaborated coverage).

### 3.0 PENALTIES

- 3.1 The Contractor shall dispatch his workers to site to attend any breakdown when instructed by the Superintending Officer or his representative **within 1 hour (Response Time)** after being notified in writing or telephone in any events deemed reasonably urgent, safety critical and other unforeseen circumstances. A penalty of **BS\$100.00 per hour** shall be imposed for every hour or part thereof of the response time is exceeded.
- 3.2 The Contractor shall ensure that the **downtime** of the Plumbing Services is kept to a minimum of **seven (7) days**. A penalty or liquidated ascertained damages (LAD) which shall at as be chargeable at the following rate (X) and shall be deducted from the amount payable to the Contractor if the preventive maintenance/corrective maintenance is incomplete or not completed on time in which it is in the opinion of the Superintending Officer, the Plumbing Services ought reasonably to have been put back to service.

$$X = \frac{(A \times 15\%)}{B}$$

X – Liquidated Ascertained Damages (per day)

A – Contract Sum

B – Contract Duration (days)

- 3.3 In the event where Contractor has failed to attend any breakdown as per stated in Clause 2.1 of this Section, the S.O. reserve the rights to instruct **other Contractor (hereinafter referred to as “Others”** to attend instead and all cost shall be borne by the Contractor).

### 4.0 USE OF SITE

- 4.1 The Contractor shall not use any of the sites for any purpose other than that of carrying out Maintenance Services stipulated in these Specifications.
- 4.2 The Contractor shall, at all times, keep the sites clear and free from all surplus materials, rubbish, debris arising from the execution of the works and keep the sites in clean conditions.
- 4.3 Contractor shall, at all times and at his own due diligence, adhere to the relevant guidelines, directives and regulations issued by the relevant government agencies and/or authorities, including among others, Workplace Safety and Health Order 2009, Safety, Health and Environment National Authority (SHENA) and others necessary.

### 5.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 5.1 The Contractor shall at his/her its own expense, supply its personnel and sub-contractor’s personnel, required in connection with the safe performance of the work, with adequate protective personal clothing and other protective equipment which shall

be maintained in good condition or replaced and shall be worn on relevant occasions as indicated by notices, instructions and good practice.

5.2 The S.O. have the right to stop the work or does not allow entry to Hospital if the PPE worn by the workers assigned is deemed unsatisfactory.

5.3 The PPE stated below are **mandatory** to be worn by the Contractor's workers during the Maintenance Services.

1. Helmets, with or without visors - depending on the activity
2. Face masks – depending on site requirements
3. Eye protectors (safety goggles) – depending on the activity
4. Overalls (coverall) bearing company name – obligatory
5. Leg protectors and/ or industrial boots – depending on the activity

5.4 A penalty shall be imposed on the Contractor if the PPE worn are not adequate at **BS100.00 per notice/event**.

## **6.0 REPORTS**

6.1 The Contractor shall compile all Plumbing Services asset in the form of report during the start of the Contract such as by location, quantity, specification, brand, material and others deemed necessary by the S.O. The report shall be further utilized for the monitoring of Plumbing Service defects.

6.2 A record of the Maintenance Services shall be prepared and kept up to date diligently by the Contractor.

6.3 The Contractor shall diligently collect and compile work request such as obtaining a copy of user's Work Order Request/Request Form, screen shot of instructions relayed from S.O. or his representatives via mobile phone, email, verbally and others as supporting document and evidence to his payment claim.

6.4 The Contractor shall take **before and after picture** with time stamp features enabled to indicate starting and end time of work done.

## **7.0 CONTRACT PRICE AND PAYMENTS**

7.1 The proposed contract sum shall be deemed to cover all costs involved to perform **Maintenance Services** which shall include all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, reinstatement works, documentation, insurance, taxes, duties, overheads and any other necessary items. This proposed contract sum shall remain fixed and firm for the contract duration.

7.2 The Contractor shall submit the invoice of the previous month on the first week of the following month. All claims shall be addressed to:

Head of Section  
Estate Maintenance Section  
Raja Isteri Pengiran Anak Saleha Hospital  
Negara Brunei Darussalam

- 7.3 The Contractor is required to attach the following documents to his payment claim:
1. Monthly service report
  2. Photographs (before and after / progress photograph)
  3. Breakdown report
  4. Document as per stated in Clause 7.1.

**8.0 SUPERVISION AND PERSONNEL**

- 8.1 The Contractor shall provide and employ qualified and competent workers to perform the Maintenance Services.
- 8.2 The Contractor shall ensure that such personnel are properly trained, possess suitable work pass endorsed by the relevant Department or Authority, Brunei Darussalam and employed by the Contractor throughout the contract period.
- 8.3 The Contractor is required to submit a list of names, addresses, qualifications, experiences and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Maintenance Services in the format set out in Schedule IV. Any amendments made to the list shall be submitted in writing within five (5) days upon knowledge that any person has been added or deleted from the list during the period of the contract.
- 8.4 The Superintending Officer reserves the right to remove, reject or replace any persons employed by the Contractor, who in the opinion of the Superintending Officer is not competent to execute the Maintenance Services, and shall direct the Contractor to replace such person/s not later than seven (7) days.
- 8.5 The Contractor shall nominate supervisor/s for the purpose of administrative and on-site supervision.
- 8.6 To ensure the proper execution of the Maintenance Services, the Contractor shall provide an adequate number of workers as stated below:

<b>Position</b>	<b>Number of personnel</b>	<b>Penalties</b>
Supervisor	1	\$75.00 / day
Plumber/Technician	6	\$50.00 / day

8.7 The Contractor shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.

8.8 All personnel employed by the Contractor shall be neatly and properly attired in uniforms bearing the name of the company.

## **9.0 INSURANCES**

9.1 The Contractor shall procure the following insurances at his own expense and shall remain effective throughout the contract period and any extension of time granted:

- i. Workmen Compensation
- ii. Public Liability
- iii. Fire

## **10.0 SECURITY**

10.1 Where the Maintenance Services is to be carried out within a secure area, the Contractor shall provide to the Superintending Officer full details of all his personnel and vehicles requiring access to the site, not less than seven (7) days before entry is required. Details shall include the following particulars:-

- o Name
- o Address
- o Identity card number / passport number
- o Gender
- o Citizenship
- o Expiry date of work pass (for foreign workers)

10.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.

10.3 The Contractor shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee not being engaged to work at the secured area, or if the employee has left the Contractor's employment.

10.4 The Contractor shall be responsible in managing and safekeeping of his own equipment or other tools from unwanted circumstances such as theft or loss.

## **11.0 HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc**

11.1 The Contractor shall provide all necessary measures to comply with all health and safety regulations and rules currently in place. The Contractor shall also comply with all orders and instructions given to him from time to time by the Superintending Officer

with regards to health and safety of persons in the vicinity of any site, site regulations and the work in general.

11.2 The Contractor shall take all reasonable precautions to prevent loss or damage by fire, comply with existing fire regulations and all instructions given to him by the Superintending Officer with regards to fire precautions and prevention.

11.3 The Contractor shall also ensure that all measures are taken to control noise levels produced during the Maintenance Services.

## **12.0 MATERIALS**

12.1 All works, equipment 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, British Standards, respective manufacturer's specification/recommendation and/or other Approved International Standards.

12.2 The Contractor shall attach letter/document indicating its approval from the relevant authorities indicating for the items he intended to use.

12.3 The Contractor shall at his due diligence to refer to the latest list of approved products from the relevant Authority or Department.

12.4 Generally all installation from corrective maintenance shall have a **defective liability of 1 year** starting from date of installation.

12.5 Consumable items as listed out in Schedule D - Consumables items shall be deemed to be included in the rates and prices for the maintenance services. No additional claims shall be entertained for these items.

12.6 In order to achieve and display a higher quality and standard of hospital facility, the Contractor shall maintain consistency in using/offering/proposing materials and other items listed in the Plumbing Services by using similar brand, model, capacity and others where necessary.

12.7 Chrome finished items are to be prioritized.

Note: With reference to the Fixed Schedule of Rates from page 12 to 13, we agreed to execute all (or) part of the above-mentioned scope of works up to a maximum value of **B\$50,000.00 (Brunei Dollars Fifty Thousand Only)** under this quotation at:

+ \_\_\_\_\_ % per centum  
(plus)

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- \_\_\_\_\_ % per centum  
(minus)

**SCHEDULE A**  
**CONSUMABLES**

The list below indicates the consumable items used during the maintenance and shall be deemed to be included in the Contractor's quoted price. This shall include all materials, tools and items needed for the proper execution of works.

1. ½" to 1" hose and clip
2. Pulling handle low/high level cistern complete with chain as per existing (plastic/chrome finished)
3. Cistern float valve ½" (brass/plastic/PVC)
4. Cistern low/high level flush pipe (PVC/chrome finished)
5. Cleaning agent/chemical or other products for execution of works.
6. Seating washer
7. Thread seal tape/Teflon tape
8. Silicone sealant
9. Solvent cement PVC glue
10. White cement
11. Basin/sink cap hole (ceramic/plastic)
12. Floor grating square/round type (Plastic, metal or cast iron) as per site condition
13. Waste plug 1 ½" and 1 ¼"
14. Rubber seal/washer/gasket
15. Bottle trap any size (PVC/chrome finished)
16. Flexible hose 12x300mm
17. Screws (any size)
18. Rubber cone (any size)