

TENDER REFERENCE NO.: KK/02/2026/ESTETRIPASH

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**THE PROVISION OF MANPOWER FOR MONITORING
SERVICES AT RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL FOR A PERIOD OF SIX (6) MONTHS**

TENDER FEES : \$10.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 24/02/2026

TIME : 12.00 PM

FOA :

**THE CHAIRMAN
MINI TENDER BOARD, TENDER BOX
GROUND FLOOR, MINISTRY OF HEALTH
COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB3910
NEGARA BRUNEI DARUSSALAM**

(CLUSTERING)

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SECTION 1
INSTRUCTION TO TENDERERS

1. INTRODUCTION

1.1 The purpose of this Invitation To Tender is to invite Tenders for **TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING SERVICES AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS.**

2. INTERPRETATION

2.1 As used in these Instructions To Tenderers, the following terms shall have the following meanings, except where the context otherwise requires:

"Contract" means the agreement(s) to be entered into between the Government and the successful Tenderer in the form of the Agreement(s) set out in **Section 4** of this Invitation to Tender or as otherwise agreed between the successful Tenderer and the Government;

"Government" means the Government of His Majesty the Sultan and Yang DiPertuan of Brunei Darussalam represented by the Ministry of Health, Brunei Darussalam.

"Government Project Officer" means the Project Co-ordinator or such other person as the Government may from time to time determine;

"Services" means the services to be provided by the Tenderer as described in **Section 2** of this Invitation To Tender;

"Intellectual Property Rights" means any rights in respect of or in connection with any confidential information, copyright, patents, design rights, reports, drawings, specification, or eligible layout rights and includes any right to apply for registration of such intellectual property rights;

"Invitation To Tender" means this Invitation To Tender, including the Instructions To Tenderers and all of its Sections, inviting Tenderers to offer to meet the Government's requirements by submitting a Tender in accordance with the requirements of this Invitation To Tender;

"Specification" means the specifications and requirements of the Services as described in **Section 2** of this Invitation To Tender;

"Tender" means the Tenderer's response to this Invitation To Tender;

"Tender Closing Date" means the date and time specified for the submission of the Tender;

"Tenderer" means a person, partnership or any other body (whether corporate or otherwise) who submits a Tender in accordance with this Invitation To Tender;

"Validity Period" means the time period during which the Government may accept a Tender.

2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of these Instructions To Tenderers.

2.2.1 A cross reference to a clause number is a reference to a clause of these Instructions to Tenderers and includes all of its' sub clauses;

2.2.2 Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;

2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the

conditions of the Contract as contained in this Invitation To Tender, the latter shall prevail.

3. ELIGIBILITY

- 3.1 Only companies registered with the Ministry of Development, Ministry of Health, Registry of Companies and Business Names (ROCBN) and/or other suitable are eligible to participate in this Invitation to Tender.
- 3.2 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender.

4. CONFIDENTIALITY

- 4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, be disclosed in whole or in part to any third party, or to any employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender.
- 4.2 The Government may require any unsuccessful Tenderer to return any specification, plans, patterns, samples or instructions issued by the Government.
- 4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153) which relates to the safeguarding of official information.

5. FORM OF CONTRACT

- 5.1 The successful Tenderer shall be required to enter into an agreement with the Government in substantially the form enclosed at **Section 4** in this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government.
- 5.2 The final decision to appoint a successful Tenderer or not will rest with the Government in its sole and absolute discretion. The Government will not be bound to accept the provision of any products and/or services tendered by any Tenderer unless and until the execution of the Contract by the successful Tenderer.

6. SUBMISSION OF TENDER

- 6.1 All Tenders shall be submitted in a form which satisfies the following requirements:
 - 6.1.1 the Tender must be in English;
 - 6.1.2 each page must be numbered consecutively;
 - 6.1.3 whenever possible, the Tender submitted should not exceed A4 paper size; and
 - 6.1.4 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. loose leaf binding is not acceptable).
- 6.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.
- 6.3 The Tender, including the Tender Form and all other accompanying documents are to be put in an envelope, sealed and must be submitted in **two (2) sets** made up of one (1) original and one (1) duplicate. All sets shall be bound and clearly labelled as ORIGINAL, DUPLICATE etc. respectively. All Tenders must be addressed to:

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

6.4 The envelope containing the Tender:

- (a) shall not bear the name or address of the Tenderer, and
- (b) shall have on its **top left-hand**
 - (i) the Tender number;
 - (ii) and the words

"DO NOT OPEN BEFORE 2.00 p.m., On Tuesday, 24TH FEBRUARY 2026" and

- (iii) the closing date and time of the Tender.
- (c) shall bear the following description of the project, namely:

TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING SERVICES AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS - KK/02/2026/ESTETRIPASH"

6.5 For the ORIGINAL:

- a. All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorized representative.
- b. All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorized agent or officer of the Tenderer.
- c. All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.
- d. All pages must be numbered.

6.6 All documents and materials must be submitted at the same time. Materials such as published articles, brochures and pamphlets submitted with the Tender must be stamped with the name of the Tenderer and securely packaged with the Tender.

6.7 Submission of Tender by telex, telegram or facsimile is **not** permitted.

7. VALIDITY PERIOD OF TENDER

7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of **six (6) months** from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

7.2 Where the Government seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer. The Tenderer shall be required to respond in writing to extend the Validity Period. Failure to respond will result in the Tender not being considered further.

8. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

8.1 The Government reserves the right to issue amendments or additions to these Invitation To Tender at any time before the Tender Closing Date. Any such amendment shall be numbered, dated and issued by the Government Project Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing date.

8.2 The Government will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding such amendments or additions to the Tenderers' address as advised by the Tenderer in the **Invitation To Tender Acknowledgment Form**. The said form shall be in the format set out in **Appendix 1** to these Instructions to Tenderers. It is a condition of this Invitation To Tender that any amendment or addition forwarded by the Government to the Tenderer in accordance with this clause shall be deemed to have been duly given if this information is forwarded to such address.

9. WITHDRAWAL OF TENDER

No Tender may be withdrawn after the Tender Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy that the Government may have against it, be liable to be debarred from future Government tender.

10. TENDER PRICE

The Tenderer shall quote in Brunei Dollars in its Tender the all-inclusive price (i.e. CIF price, inclusive of all customs duties and taxes payable whether in or outside Brunei Darussalam) of the Services described in these Invitation To Tender. Tendered prices shall be firm and fixed and remain valid for acceptance for a period of six (6) months from the Tender Closing Date and during such extension of the period as may afterwards separately be agreed in writing by the Tenderer at the request of the Government. The tendered prices shall be submitted in accordance with the format set out in **Section 3** to this Invitation to Tender.

11. SUFFICIENCY OF TENDER PRICE

The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the provision of the Services.

12. CLARIFICATION PRIOR TO TENDER CLOSING DATE

12.1 A Tenderer seeking clarification of any of the requirements of this Invitation To Tender prior to the Tender Closing Date may only do so in writing in the format set out in Appendix 2 to these Instructions To Tenderers and shall be sent by the Tenderer by mail or facsimile to:

*Head Of Section
Estate Maintenance Section
Raja Isteri Pengiran Anak Saleha Hospital
Negara Brunei Darussalam
Telephone no: 2242424 ext 2222/8637/8638*

12.2 The Government will endeavour to provide any clarification as soon as possible. Each and every request for clarification (without any details as to who they are from), together with the relevant clarification, shall be distributed to all Tenderers.

12.3 The Government will NOT accept any request for clarification that is submitted within seven (7) days prior to the Tender Closing Date.

13. OWNERSHIP OF TENDER DOCUMENTS

13.1 By submitting a Tender, the Tenderer:

13.1.1 licences the Government to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and

13.1.2 acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.

13.2 The Government acknowledges that, subject to Clause 13.1 above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

14. TENDER CLOSING DATE

14.1 All Tenders shall be lodged on or before the Tender Closing Date in accordance with these Instructions To Tenderers.

15. LATE TENDERS

15.1 A Tender lodged or received by the Government after the Tender Closing Date shall be disqualified.

16. TENDERERS TO INFORM THEMSELVES

16.1 By responding to this Invitation To Tender, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

16.1.1 the necessary skills, knowledge and experience to provide the Services sought;

16.1.2 in preparing its Tender:

(a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender; and

(b) made its own reasonable enquiries (including inspections) to fully, inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Tenderer's obligations under the Contract; and

(c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Government except where such warranty or representation is contained in this Invitation To Tender or made through the processes specified by these Instructions To Tenderers; and

16.1.3 satisfied itself as to the accuracy and sufficiency of the Tender (including the tendered prices) to achieve the due and proper performance and completion of the Tenderer's obligations under the Contract.

17. SUB-CONTRACTORS

17.1 To assist the Government in its evaluation of any Tender, where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer shall state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor. In addition, the Tenderer shall provide information about each sub-contractor.

18. ERRORS IN TENDERS

18.1 Tenderers are advised to study this Invitation To Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.

18.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.

18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as the Government considers necessary for such purpose.

- 18.4 If the Tenderer fails to make the alterations as directed by the Government and/or fails to do so within the time set by the Government, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.
- 18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.7 If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in Clauses 18.3 and 18.5 above and wishes to lodge a correction or additional information, it can *only* do so if
 - 18.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
 - 18.7.2 the correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material way. Any omission or addition which is deemed by the Government to alter the original Tender in a material particular, the Tender shall be rejected without any liability whatsoever on the part of the Government.

19. CLARIFICATION OF TENDERS BY GOVERNMENT

- 19.1 At any stage during the evaluation phase, the Government may:
 - 19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or
 - 19.1.2 call for interviews with Tenderers; or
 - 19.1.3 request Tenderers to provide additional information in writing; or
 - 19.1.4 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.
- 19.2 Where requested to clarify any matter contained in the Tender or to provide additional information or sample, Tenderers; shall provide such sample and/or clarification and/or additional information in writing at the time and place stipulated by the Government. Failure to comply with any such request may result in the Tender being excluded from further consideration.
- 19.3 In the event that any clarification, additional information, sample, presentation or site inspection is requested from a Tenderer by the Government, the Tenderer shall provide such clarification, additional information, sample, presentation or site inspection at no cost to the Government whatsoever.

20. CONDUCT OF TENDERER

- 20.1 Any Tenderer who attempts or is found to have offered a bribe, gratuity, bonus, discount or any sort of enticement to any employee of the Government shall have their Tender rejected by the Government.

21. CANVASSING

21.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of the Tender, the Government shall be entitled to rescind the Contract.

22. EXPENSE OF TENDERER

22.1 In submitting a tender, the Tenderer will be deemed to have acknowledged and agreed that it will bear all the expenses it incurs in preparing its Tender or negotiating the Contract and is not entitled to seek any compensation or reimbursement of those costs from the Government.

23. INVALID TENDERS

23.1 Incomplete Tender submissions and/or Tender submissions received after the Tender Closing Date shall be invalid.

24. ACCEPTENCE OF TENDER

24.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefore.

24.2 When accepting the Tender, the Government may accept the whole or any part(s) of the Tender in which event, the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Tender.

24.3 The successful Tenderer or Tenderers (as the case may be) shall be required to enter into a contract with the Government in substantially the form enclosed at Section 4 of this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government. In the event that the Tenderer is a duly, authorised agent, the formal agreement is to be executed with the principal.

24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.

24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

25.1 The Government reserves to itself all copyrights in this Invitation To Tender.

26. PERFORMANCE BOND

26.1 The successful Tenderer shall provide a Performance Bond in accordance with the Contract.

27. SUPPORTING DOCUMENTS

27.1 The Tenderer shall furnish, as part of its Tender, the following and in the form of Schedules specified below:

27.1.1 **Schedule 1 - Tender Form**, in the format set out in **Section 3** in this Invitation To Tender;

27.1.2 **Schedule 2 - Information Summary**, containing information on Tenderer's profile and previous experience(s) in providing the services specified in this Invitation to Tender;

27.1.3 **Schedule 3 - Sub-Contracts**, as required under Clause 17 above;

- 27.1.4 **Schedule 4 - Company's Background**, containing information on the Tenderer's background, scope of operations, financial standing, certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be);
- 27.1.5 **Schedule 5 - References**, containing a list of organizations or government agencies to whom the Tenderer has supplied/is supplying the goods and services specified in this Invitation To Tender;
- 27.1.6 **Schedule 6 - Letter of Declaration**, containing a declaration by the Tenderer that the Tenderer or any member of the Tenderer's family do not have any interest in other companies competing for the same tender.

27.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

28.1 Tenders will be considered only if submitted according to the instructions in these Instructions To Tenderers. Non-compliance with any such instructions will render the Tender 'Non-Compliant' and possible rejection by the Government.

29. EVALUATION OF TENDER

Evaluation Objective

29.1 Tenderers must note that the Government will award the Contract to the Tenderer whose Tender is considered to be most advantageous to the Government. Therefore, whilst cost is an important consideration, it is only one of the criteria upon which each Tender will be evaluated. Price is considered in conjunction with conformance to the specifications and requirements contained in **Section 2** in this Invitation To Tender.

Evaluation Process

29.2 The assessment of the Tenderer's response will be derived from the written Tender response, information obtained as a result of enquiries made with reference sites, the samples submitted and any presentations/demonstrations undertaken as part of the evaluation process.

Shortlisting

29.3 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.

29.4 If the Government performs such a shortlisting exercise, then Government may exclude from further evaluation and consideration Tenders which are not included on the shortlist. The Government may at any time and in its sole discretion, include on the shortlist any Tender which was not initially included on the shortlist.

Enquiries of Referees and Others

29.5 Tenderers should note that the Government may make enquiries of any person, company or organisation to ascertain the suitability of the Tender and the Tenderer.

29.6 This may include, but is not limited to, the confirmation of any information provided in the Tender. Should the Government decide to approach a current or former customer of the Tenderer that has not been included in the list of references, the Government will notify the Tenderer of such action.

29.7 Information obtained pursuant to these enquiries and information supplied by referees and other persons may be taken into account by the Government when evaluating Tenders.

30. SITE VISIT

- 30.1 A compulsory site visit session must be made by all Tenderer as a general requirement of this Tender prior to submission of tender in order to provide consistent advice and clarification to all parties at the same time. The venue, date and time of the session shall be arranged by the Tenderer with the S.O. at any time before the closing date.
- 30.2 The Tenderer shall visit and examine the site, take necessary measurements, familiarize and shall satisfy himself and be deemed to have allowed for all costs or expenses taken all consideration in the nature of this contract and no extra cost will be paid in in respect thereof due to negligence in his tender price.
- 30.3 At the site visit session, the Government will endeavour to answer any questions from Tenderers in relation to this Tender. If the Government is unable to provide an answer to a question at the site visit session, it will endeavour to provide the answer as soon as possible after the session.
- 30.4 All Tenderers shall clarify with the Supervising Officer (s) prior to the submission of the Tender Document to ensure that the full scopes of works, specification and requirements are clearly and fully understood. If no request for clarification was received from the tenderer(s) before the tender's closing date, then it shall be deemed that all the tenderers has understood all the terms and conditions of this Tender.

APPENDIX 3

SITE VISIT FORM

TENDER REFERENCE NO: KK/02/2026/ESTETRIPASH

**TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING SERVICES 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 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.

TENDER SUBMISSION REQUIREMENT

TENDER REFERENCE NO: KK/ /2025/ESTETRIPASH

TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING SERVICES AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS

GENERAL CHECKLIST

The Tenderer is required to fulfil all requirements stated in this section by submitting a **copy** of all relevant documents whichever applicable to this Tender, stamped and shall complete the checklist provided as a verification. **Incomplete submission can render the Tenderer's submission of Tender to be invalid** (Clause 3.1.3, Financial Regulation 2022).

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 worker's percentages.
3. Latest Certificate of Tax Compliance from the Revenue Division, Ministry of Finance and Economy.
4. Confirmation compliance to Employee Trust Act and Supplemental Contributory Pension Trust Order 2009 from Tabung Amanah Pekerja Act including stating employer account number and list of contributed employee.
5. Registry of Companies and Business Names approved via Corporate Registry System in One Common Portal.
6. Completing the Tender's Integrity Declaration Form.
7. Copy of company owner/Director identity card (front and back).
8. Company Registration Licence Form X, 16 & 17.

SECTION 2

SPECIFICATIONS

1. GENERAL

1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of manpower for monitoring services (hereinafter referred to as "Manpower Services") at the following sites:

- Raja Isteri Pengiran Anak Saleha (RIPAS) Hospital
- Woman and Children Centre (WCC)

1.2 The duration of the **Manpower Services** is for **SIX (6) months**.

2. PENALTIES

2.1 Failure to maintain the minimum required manpower at the site, a liquidated ascertained damage of **One Hundred Dollars (B\$100.00)** will be imposed per missing personnel per shift. This penalty will be imposed for every shift in which the required manpower level is not met.

2.2 The Contractor shall ensure that the required manpower is stationed at the Control Room or any other room designated at all times during their respective shifts to provide continuous Manpower Services. Failure to maintain the required manpower on-site may result in a penalty of **One Hundred Dollars (B\$100.00)** for each hour, or part thereof, that the manpower is absent from the Control Room.

2.3 In the event where:

2.3.1 The Contractor is unable to provide the manpower required for more than **twenty (20) shifts** due to recruitment, logistics, or any other operational issues, a deduction of **50%** will be imposed on the Manpower Service cost and/or claim.

2.3.2 If the manpower shortage continues for more than **thirty (30) shifts**, an **80%** deduction shall be imposed on the Manpower Service cost and/or claim.

3. USE OF SITE

3.1 The Contractor shall not use any of the sites for any purpose other than that of carrying out Manpower Services stipulated in these Specifications.

4. PERSONAL PROTECTIVE EQUIPMENT (PPE)

4.1 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.

4.2 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.

4.3 The PPE stated below are **mandatory** to be worn by the Contractor's workers:

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 – obligatory

4.4 A penalty shall be imposed on the Contractor if the PPE worn are not adequate at **B\$100.00 per notice/event.**

5. REPORTS

5.1 A record of the attendance of each shift must be recorded in a log book which shall contain clock in and out time, names, signature, date and others deemed necessary by the S.O. The Contractor shall maintain a master attendance record consolidating all shift logs, updated daily to reflect any absences or deviations from the approved manpower schedule, and made available to the S.O. upon request.

5.2 A record of the daily work done such as attending complaints from user shall be documented by Contractor in a logbook or others specified by S.O where suitable. The Contractor shall also provide sufficient copies of blank report forms for the Operation Team to complete and submit their reports as required.

5.3 The Contractor shall maintain a detailed record of all complaints and service requests received during the Contract period. Each complaint entry shall include:

- Date of the complaint
- Issue reported
- Name of the person receiving the complaint
- Personnel attending
- Time of response,
- Detailed description of the issue, including area and specific location
- Action taken
- Remarks on completion status

6. CONTRACT PRICE AND PAYMENTS

6.1 The proposed Contract Sum shall be deemed to cover all costs involved in providing Manpower Services such as tools, equipment, transport, documentation, insurance, taxes, and any other cost. This proposed Contract Sum shall remain fixed and firm for the six (6) months duration.

6.2 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**

6.3 The Contractor is required to attach the following documents to his payment claim:

1. Monthly attendance sheet
2. Incident, complaint or work done
3. Logbook
4. Salary slip
5. Photos
6. Invoices
7. Other attachment required by the S.O.

7. SUPERVISION AND PERSONNEL

7.1 The Contractor is required to provide an Operation Team to carry out the Manpower Services and attending to calls for repairs or rectification on a 24-hour daily basis including public holidays, on **two shifts** with a minimum of **one (1)** supervisor, **seven (7)** personnel per shift

where **four (4)** personnel are to be stationed at Control Room, Ground Floor, Block 5 and **three (3)** personnel at Control Room, B1, Woman and Children Centre.

- 7.2 To ensure the proper and efficient execution of the Manpower Services, the Contractor shall provide and employ an adequate number of qualified and competent male/female workers to perform the Manpower Services and attending to calls for minor repairs or rectification.
- 7.3 For Night Shift, there shall be no mixing of male and female personnel in 1 Control Room.
- 7.4 The Contractor shall ensure that such personnel are properly trained, possess sufficient technical skills, experience, knowledge and employed by the Contractor throughout the Contract period.
- 7.5 The Contractor shall ensure that at least one staff/worker to be station at the Control Room at all times whilst the other attends to complaints.
- 7.6 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 Manpower Services. 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.
- 7.7 The Contractor **MUST** adhere/abide to rules and regulation from the Department of Labour at all times.
- 7.8 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 Manpower Services, and shall direct the Contractor to replace such person/s. Failure to provide such replacements shall result in a penalty on the Contractor as stated in **Clause 2** of this section.
- 7.9 The Contractor shall provide substitute personnel if the personnel are on leave or unable to work.
- 7.10 The Contractor shall also have his own Business Continuity Plan (BCP) enforced in order to ensure adequate personnel are available at all time in the event where there's personnel who are terminated, on leave, emergency leave, sick leave, resign and during any unforeseen situation.
- 7.11 The minimum qualification of the supervisor and personnels employed by the successful Tenderer shall be NTec/HNTec/ND/HND and/or other equivalent in Building Engineering/Services/Maintenance, Civil Engineering, Mechanical Engineering, Electrical Engineering, HVAC, Electronics and/or others technical or engineering discipline where suitable and/or possessing working experience in maintenance/engineering field backed with Contractor's justification where necessary.
- 7.12 The Contractor **MUST** ensure the **GROSS SALARY** provided to the supervisor and personnel are **not less than \$700.00 BND per month** before to any deduction of the employee's contribution to the National Retirement Scheme (SPK), Employee Trust (TAP) or Supplemental Contributory Pensions Trust (SCP).
- 7.13 The Contractor shall provide without failure the salary slips of the personnel assigned to the Manpower Services as evidence for receiving the minimum salary as per **Clause 7.12** of Section 2.
- 7.14 In the event where the personnel are assigned to work overtime by the Contractor, the personnel shall not work more than 1 hours (not exceeding 13 hours of work in total) in continuation and shall be paid overtime wages by the Contractor (no additional claim is to be claimed from the Government) as per Employment Order 2009, Section 65 [1] (ii).

7.15 The Contractor shall prioritize employ 100% **Citizen of Negara Brunei Darussalam (Yellow I.C) and/or permanent resident (Purple/Red I.C)** only to this Operation Team and must be able to speak and write in either Bahasa Melayu and English Language. No foreigner (**holding Green I.C**) shall be assigned to the Manpower Services.

7.16 The age requirement for the Manpower Services shall be from age 18 – 45 at the start of this Contract.

7.17 All personnel employed shall be neatly and properly attired in Personal Protection Equipment (PPE) such as coverall (bearing the name of the Company), safety helmets, safety shoes and tools necessary for all workmen during the course of Maintenance Services for the proper execution and completion of the works in a safe manner.

7.18 To enable the Operation Team to carry out their work efficiently, safely, accurately all personnel employed by the Contractor must be well-equipped with an adequate tool kit. (i.e. screwdriver, ladder, tape, measuring tape, cone and other necessary tools for repairing).

7.19 The workers shall arrive **20 minutes** before the next shift to allow efficient handover of works.

7.20 The Contractor shall provide fingerprint scanner or other suitable for proper monitoring of attendance at every shift. The attendance recorded shall be printed and submit with his monthly claim as proof of workers availability on site. A softcopy of the attendance must also be submitted to the Supervising Officer via email or any method deem suitable.

7.21 The Contractor shall also record their attendance on paper and to be submit together with their payment claim.

8. INSURANCES

8.1 The Contractor shall procure the following insurances and shall remain effective throughout the contract period and any extension of time granted:

- Workmen Compensation
- Public Liability
- Fire

9. SECURITY

9.1 While the Manpower Services requires the workers assigned access to all area at the hospital, the Contractor shall maintain confidentiality and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the period of this contract.

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

9.3 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. HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc

10.1 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.

10.2 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. CONSEQUENCES

11.1 Failure to comply with any of the requirement set in this Tender will result in the Contractor receiving warning letters/notice from the S.O. where in the event if such letter/notice has been issued more than three (3) times, the Contractor shall be recommended for termination of Contract.

12. GRACE PERIOD

12.1 A grace period of 1 month from the starting date of the contract shall be given to the Contractor to ensure that he is able to provide **one (1)** supervisor (office hours) and **seven (7)** personnel per shift by any means necessary as per **Clause 7.1**.

12.2 The Contractor shall not be limited by **Clause 7.1** only during the grace period where all other Clauses shall remain effective.

12.3 By the end of the grace period, the Contractor must be able to meet all requirements in this tender.

13.0 WORKING TIME

13.1 The assigned manpower shall work in two (2) shifts as follows:

Morning Shift	7.00 am – 7.00 pm
Night Shift	7.00 pm – 7.00 am

13.2 The Contractor shall arrange in a manner to ensure his staff have adequate off day

14. SCOPE OF WORK

14.1 The Manpower Services shall include but not limited to the following:

14.1.1 Twenty-four (24) hours standby consisting of 2 shifts (Morning and Night) for monitoring and attending any complaints filed or reported by users, hospital staff or relayed from Estate Maintenance Section's Officer or his representatives. The supervisor and personnel assigned (hereinafter referred to as "Operation Team") shall be stationed at the following location:

1. Block 5, Ground Floor, Control Room
2. Women and Children Centre, B1, Control Room

14.1.2 To receive, record, attend, investigate and take the necessary and appropriate actions (i.e., minor works) to any calls/complaints from users or supervising officers in the following fields such as:

1. Building services
2. Civil engineering
3. Plumbing
4. Boiler/Calorifier
5. Domestic water pump/water tank
6. Fire protection system
7. Medical gases equipment
8. Vacuum pump
9. Medical compressed air
10. Pneumatic tube system
11. Nurse call system
12. Lifts/Dumbwaiters
13. Electrical
14. Automatic door
15. TV/communication devices/equipment

- 16. PABX
- 17. HVAC equipment such as split unit/window unit/AHU/Chiller
- 18. All other portfolio handled by Estate Maintenance Section which are not listed above.

- 14.1.3 To contact and inform/notify the appointed Contractor/s where appropriate on any breakdown which needs to be rectified immediately.
- 14.1.4 Monitoring of control panels inside the Control Room.
- 14.1.5 Assist in minor tasks performed by Estate Management Section such as investigating, troubleshooting, minor works and others deemed necessary.
- 14.1.6 Immediately inform the on-call officers/Supervising Officers of any minor or major breakdown or faults found.
- 14.1.7 Give feedback to users on action taken and status of calls, complaints or repairs.
- 14.1.8 Contractor shall keep the Control Room clean and tidy at all times.
- 14.1.9 Contractor shall maintain a safe environment in the Control Room from cluttering and accessibility.
- 14.1.10 Contractor shall always act in the best interest of the The Ministry of Health (hereinafter referred to as "the Ministry").

SCHEDULE A
MANPOWER ALLOCATION

No.	Location	Morning shift	Night shift	Total number of personnel per day
1	Control Room, Block 5, RIPAS	4	4	8
2	Control Room, B1, WCC	3	3	6

No.	Location	Office Hours (7.45am – 4.30pm)	Total number of supervisor per day
1	Control Room, Block 5, RIPAS & B1, WCC	1	1

SCHEDULE B
MANPOWER SERVICES COVERAGE

1. Items to be included in Manpower Services

Item	Components
1	Provision of Operation Team (24-hour standby), continuous monitoring and immediate response to complaints, breakdowns, or reports received from users, hospital staff, or the Estate Maintenance Section. Coordination and notification to relevant contractors provide updates to supervising or on-call officers
2	Minor Works and Troubleshooting, attend, investigate, and carry out minor rectification works in areas such as building services, civil works, plumbing, electrical systems, HVAC, pumps, boilers, lifts, fire systems, communication devices, and other services under the Estate Maintenance Section.
3	Record, track, and report all calls, complaints, actions taken, and feedback provided by users. Maintain logbooks and/or computerized records - such as Excel spreadsheets or any other system deemed acceptable by the Superintending Officer (S.O.).
4	Provide support to Estate Maintenance Section, assist in minor investigations, troubleshooting, and other related tasks as instructed by S.O.
5	Site measurement, inventory, data gathering, and documentation support, collect technical data and assist in documentation for maintenance planning or other technical assessments as instructed by the S.O.

2. Items to be excluded in Manpower Services

Item	Components
1	Major repairs and replacement work, rectification requiring specialised contractors, heavy equipment, or replacement of major parts/components outside the manpower's technical capability
2	Supply of materials, tools, or spare parts, provision of repair materials, consumables, or specialised tools not expressly included in the manpower service contract.

SCHEDULE 1 – TENDER FORM

To:

TENDER REFERENCE NO: KK/02/2026/ESTETRIPASH

**TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING SERVICES AT
RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF SIX (6) MONTHS**

TENDER OF (name of tenderer)

Company/Business Registration No_____

Tender Closing Date: _____

No.	Description	Unit	Rate	Quantity	Amount	
					\$	¢
	<p>Note: Rate shall be deemed to have included all necessary cost for complete execution of Manpower Service such as preliminaries, tools, PPE, overheads, profit margin, salary, standby/replacement personnel (BCP) and others necessary.</p> <p>1.0 MANPOWER SERVICE</p> <p>To provide manpower for the complete execution of works in this Tender</p>					
1.1	Supervisor Office Hours (7.45am – 4.30pm)	Mth		6		
1.2	Operation Team 2 Shifts (7 personnels/shift)	Mth		6		
TOTAL AMOUNT CARRIED FORWARD						

Contractor must complete the following table:

Note: Salary shall mean the GROSS SALARY amount received by the appointed supervisor and personnel in compliance to Section 2, Clause 7.12 (GROSS SALARY shall not be less than BND\$700.00). The following GROSS SALARY stated below shall remain **firm** during submission and throughout the entire duration of contract.

NO.	POSITION	GROSS SALARY (BND\$)
1	Supervisor	
2	Operation Team (per personnel)	

Note: Contractor shall check and ensure all prices quoted in the Tender Form are same including in words. If found to be not same, this Tender can be treated as invalid (Clause 3.1.4, Financial Regulation 2022).

1. I/we, the undersigned having examined and fully understood the tender Documents, inspected and checked the site, offer to carry out and execute the above works in accordance with all relevant Standards Specification and Codes of Practice for the sum of Brunei Dollars.

TOTAL AMOUNT (IN WORDS) IN BRUNEI DOLLARS:-

2. We offer and undertake on your acceptance of our Tender to provide the above-mentioned services in accordance with your Invitation To Tender.
3. I/we confirm that my/our tender has been calculated on a firm price basis and that I/we have taken into account all aspects, site conditions and other matter that may affect the works. I/we understand that I/we not be allowed any claims for payment may arise out of my/our misunderstanding, and/or misinterpretation and/or miscalculation of the works and/or site conditions.
4. I/we understand and agree that the Government has the option to accept part of my/our tender and I/we agree and confirm that in such case, there shall be no adjustment of my/our tender prices and/or rates.
5. Unless and until a formal agreement is prepared and executed, this tender offer together with your Letter of Acceptance thereof shall constitute a legal and binding contract between us.
6. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
7. Our offer is valid for six (6) calendar months from the tender closing date.
8. When requested by you, we shall extend the validity of this offer.

Dated this _____ day of _____ 2025

Signature of authorised officer of Tenderer
Name:
Designation:

Tenderer's official stamp:

SCHEDULE 2 – INFORMATION SUMMARY

2.1 Tenderers shall provide in this Schedule the following information:

- (a) Management summary
- (b) Company profile (including Contractor and sub-contractor(s), if any)
- (c) Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
 - *Provision of manpower for monitoring services*
- (d) Other information which is considered relevant

SCHEDULE 3 – SUB-CONTRACTS

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

Table 3.1 - Responsibility Table

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

SCHEDULE 4 – COMPANY'S BACKGROUND

4.1 Each of the companies involved in this tender, including Contractor and subcontractor(s) (if any), shall provide information on the company's background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration with the Ministry of Development.

Name of company :

Registration No :

Type Of Company :
(Sdn.Bhd., Partnership, Sole proprietor, Joint Venture, Trading Co.)

Authrosied Capital (B\$) :..... Paid-up Capital (B\$) :.....

Banker for the Cmpnay's business:.....

Table 4 – Shareholders Table

Directors/Shareholders/ Proprietor	Percentage Share	Brunei I/C Number	Immigration Status

Current workforce (No.of persons) in Brunei :-

a) Management :..... b) Engimeers :.....

c) Technicians:..... d) Tradesman :.....

e) Trainee/Workman :..... f) Others :.....

TOTAL WORKFORCE: No. of persons

We certify that the above information is correct.

SCHEDULE 5 – REFERENCES

5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Contractor has provided similar services and items as specified in this tender in the recent 3 years as of the Tender Closing Date.

Table 5.1 - References of previous customers

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

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

5.2 The Ministry of Health shall treat all the information submitted under this schedule in strict confidence.

5.3 The Ministry of Health reserves the right to contact the references for tender assessment purposes.

SCHEDULE 6
PENGAKUAN PENENDER
TENDERER'S DECLARATION

AGREEMENT

Between

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN
OF BRUNEI DARUSSALAM**

represented by Ministry of Health, Brunei Darussalam

and

[]

for

**TERM CONTRACT FOR THE PROVISION OF MANPOWER FOR MONITORING
SERVICES AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A
PERIOD OF SIX (6) MONTHS**

AGREEMENT REF. NO.:

THIS AGREEMENT is made on the _____ day of _____, _____

BETWEEN

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM represented by Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB 3910, Brunei Darussalam (hereinafter referred to as the "Government")

AND

WHEREAS the Contractor has agreed to provide Manpower Services (as described and specified hereunder) upon the terms and conditions hereinafter contained.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:
 - 1.1.1 "Agreement" means this Agreement and includes any document which by reference in the Schedules or this Agreement or which the parties hereto have agreed in writing to be an Schedule to be annexed hereto and be incorporated into this Agreement and includes any amendment, modifications and/or supplements thereto made from time to time;
 - 1.1.2 "Down Time" means the period starting from the Contractor's receipt of notice from the Government requiring the Contractor to deliver or provide Manpower Services;
 - 1.1.3 "Effective Date" means the date of signature of this Agreement by the parties;
 - 1.1.4 "Manpower Services" means provisional of Operation Team for monitoring services under this Agreement;
 - 1.1.5 "MOH" means the Ministry of Health, Brunei Darussalam;
 - 1.1.6 "Response Time" means the period starting from the Contractor's receipt of a notice from the Government requiring the Contractor to provide Manpower Services at the Site;
 - 1.1.7 "Site" means the location where the Operation Team are performing their Manpower Services;
 - 1.1.8 "Superintending Officer" means the officer appointed by MOH to supervise and liaise with the Contractor for the purpose of this Agreement.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.

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

2. DURATION OF AGREEMENT AND CONTRACTOR'S UNDERTAKING

- 2.1 This Agreement shall commence on the Effective Date and subject to **Clause 18** shall remain in force thereafter for a period of **SIX (6) MONTHS**. Upon expiry of the said Six (6) Months, this Agreement may, at the option of the Government, be renewed for such period and on such terms and conditions as may be expressly agreed to between the parties in writing
- 2.2 In consideration of the payment by the Government of the Manpower Services charges in accordance with the provisions of **Clause 3**, the Contractor undertakes to:
 - 2.2.1 provide an Operation Team to carry out the Manpower Services and attending to calls for repairs or rectification on a 24-hour daily basis including public holidays, on two shifts with a minimum of One (1) supervisor and **Seven (7)** personnel per shift where **Four (4)** personnel are to be stationed at Control Room, Ground Floor, Block 5 and **three (3)** personnel at Control Room, B1, Woman and Children Centre. The **two (2)** shifts are as follows: -

Shift 1	7.00 am – 7.00 pm
Shift 3	7.00 pm – 7.00 am
 - 2.2.2 prepare and submit to the Superintending Officer monthly reports covering details of attending complaints for repair or rectification. The monthly report shall include, but not limited to, a log showing the time when notice of the fault was received, nature of the fault, time when rectification work was initiated, actual time taken to repair the fault by respective contractor;
 - 2.2.3 to provide, at no extra charge to the Government, to assist in tasks as directed by the Superintending Officer in any unforeseen/unpredicted event or situation related to breakdowns or complaints that may arise or additional duties deemed suitable/necessary to be incorporated into this contract.

3. MANPOWER SERVICES CHARGES

- 3.1 In consideration of Manpower Services carried out by the Contractor under this Agreement, the Government shall pay to the Contractor the charges respectively upon receipt of the following documents from the Contractor: -
 - 3.1.1 Original Invoice;
 - 3.1.2 Duplicate Invoice;
 - 3.1.3 Manpower Service Report pursuant to Clause 4; and
 - 3.1.4 All relevant supporting documents.
- 3.2 The cost of Manpower Services shall be firm and fixed throughout the duration of this Agreement and shall be deemed to include:

3.2.1 all preliminaries, tools, equipment used by the Contractor to carry out Manpower Services

3.3 The Contractor shall submit all the documents specified in Clause 3.1 invoices on the first week of the following month to:

Head of Section
Estate Maintenance Section
Raja Isteri Pengiran Anak Saleha Hospital

3.4 Each invoice must state therein the Agreement Reference Number and title and a detailed statement (which must be verified and endorsed by the Superintending Officer) of the charges and the services rendered. It must also be supported by the relevant Manpower Services Reports and all other documents required by the Superintending Officer.

4. SERVICE REPORTS AND LOGS

4.1 A record of the attendance of each shift must be recorded in a log book which shall contain clock in and out time, names, signature, date and others deemed necessary by the S.O.

4.2 The Contractor shall submit the attendant reports in an acceptable format to the Government which shall includes but not limited to the following information:

- Facilities reference number;
- Date of breakdown/work completion;
- Time of breakdown/work completion;
- Nature of breakdown;
- Action taken;
- Name of Contractor's technician/ personnel responsible for caring out the job.

5. CONTRACTOR'S TOOLS, ETC

5.1 All tools and/or equipment shall be provided by the Contractor such as ladder, screwdriver, duct tape, test pen, flashlight and other necessary to properly execute the Manpower Services.

6. HEALTH AND SAFETY MEASURES

6.1 The Contractor shall give due importance to safety at all times.

6.2 The Contractor shall comply with and take all necessary measures to comply with all health and safety regulations and rules. The Contractor shall also comply with all orders and instructions given by the Superintending Officer from time to time relating to or in connection with the health and safety of persons in the vicinity of the Site and work in general.

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

6.4 The Contractor shall also ensure that all measures are taken to control the noise levels during its performance of Manpower Services.

7. ACCESS AND SECURITY

7.1 Where security passes are issued to the Contractor's personnel, the Contractor shall be responsible for the proper use of such passes.

7.2 The Contractor shall ensure that all security passes are immediately returned to the authorities when the personnel issued with the pass is no longer assigned or tasked by the

Contractor to perform Manpower Services and upon the expiry or termination of this Agreement.

8. CONTRACTOR'S PERSONNEL AND MATERIALS

8.1 All work carried out under this Agreement shall be of the highest standard such as proper documentation, management and others necessary.

8.2 The Contractor shall submit to the Superintending Officer a list of the names, addresses, qualifications, experiences of all engineers/technicians assigned or tasked by the Contractor to perform Manpower Services under this Agreement and any other information required by the Superintending Officer from time to time. Any proposed further amendment of the said list by the Contractor shall be submitted in writing to the Superintending Officer within five (5) working days of such proposed amendment.

8.3 The Contractor hereby warrants that all personnel assigned or tasked by the Contractor to perform Manpower Services under this Agreement are properly trained and are in the employment of the Contractor on a full-time basis. In addition, the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:

- 8.3.1 responding in person to any requests for Manpower Services made by the Superintending Officer pursuant to this Agreement;
- 8.3.2 monitoring Response Time and Down Time;
- 8.3.3 identifying recurring problems and recommending when necessary;
- 8.3.4 reviewing the status of all jobs with the Superintending Officer;
- 8.3.5 reviewing Manpower Services reports and logs and the remedial actions to be taken.

8.4 In the event of shortage of personnel, the Contractor shall take immediate steps to provide replacement as per his Business Continuity Plan. Failure to provide the minimum number of personnel to carry out the Manpower Services and attending to calls for repairs or rectification will result in an imposition of the following charges:

Item	Description	Penalty
1	For a shortage of 1 manpower in 1 shift	\$100.00

8.5 The Government may require the Contractor to replace the any personnel assigned or tasked by the Contractor to perform Manpower Services under this Agreement if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Manpower Services or good personnel relations within the Government's organization.

8.6 The Contractor shall ensure that the Contractor Supervisor and all personnel assigned or tasked by the Contractor to perform Manpower Services under this Agreement:

- 8.6.1 comply with all relevant safety security and on-site regulations adopted and implemented from time to time by the Government for personnel working on the Government's premises;
- 8.6.2 possess suitable qualification as per stated in Section 2, Clause 7.11;
- 8.6.3 are equipped with appropriate telecommunication device (e.g. a pager/mobile phone) so that he is easily contacted by the Superintending Officer; and
- 8.6.4 are neatly and properly attired in uniforms.

9. CONTRACTOR'S WARRANTIES

9.1 The Contractor warrants and undertakes to the Government that:

- 9.1.1 it is not aware at the date of this Agreement of anything within its reasonable control which might or shall adversely affect its ability to perform its obligations under this Agreement;
- 9.1.2 Manpower Services will be performed by competent persons and will be carried out with all due care and skill and within the time(s) specified in this Agreement;
- 9.1.3 it has the technical and logistical capability to provide Manpower Services.

10. FORCE MAJEURE

10.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:

- 10.1.1 acts of God;
- 10.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
- 10.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

10.2 Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.

10.3 If any Force Majeure event shall continue for a period exceeding one (1) calendar month the Government may at any time thereafter upon giving notice to the Contractor elect to terminate this Agreement.

10.4 In any Force Majeure event the Contractor or the Government shall for the duration of such event be relieved of any obligation under this Agreement including the payment of the charges for services as is affected by the event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event. Any monies or fees paid in advance by the Government for the period and the services so affected shall be pro-rated and refunded to the Government.

10.5 Where the Government elects to terminate this Agreement under this Clause 10, the Contractor shall forthwith refund to the Government all amounts paid to the Contractor less the price of goods and services which have been provided to the Government.

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

11. TERMINATION

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

11.2 The Government may forthwith on giving notice in writing to the Contractor terminate this Agreement if the Contractor, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or

reconstruction) or is subject to a court order having the same effect, or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or dies or if the Contractor (whether a company or not) entered into any composition or arrangements with its creditors or becomes insolvent or the Contractor ceases, or threatens to cease to carry on business.

- 11.3 The Government may forthwith terminate this Agreement where the Contractor has breached or failed to observe any term of this Agreement or generally failed to perform its obligations under this Agreement in the manner contemplated by this Agreement and has failed to remedy the failure or default within a period of thirty (30) days from the receipt of a notice in writing by the Government requiring the Contractor so to do.
- 11.4 On the termination of this Agreement, any monies or fees paid in advance by the Government shall, without affecting any remedy which the Government may have for any breach of this Agreement by the Contractor, be pro-rated and refunded to the Government.
- 11.5 Any termination of this Contract, however occasioned, shall not affect the accrued rights or liabilities of either party nor shall any remedy which any party have against the other for breach of this Agreement be affected.

12. CONFIDENTIALITY

- 12.1 The Contractor agrees and undertake to keep confidential all information, whether written or oral, relating to this Agreement and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the course of the discussions leading up to execution of this Agreement and/or performance of its obligations under this Agreement, save in so far as such information is already in the public domain.
- 12.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Contractor.
- 12.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times.
- 12.4 For avoidance of doubt, the provision of this Clause 12 shall survive the termination or expiration of this Agreement.

13. GIFTS

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

14. DAMAGE AND INJURY TO PERSONS AND PROPERTY

- 14.1 The Contractor shall:

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

Provided always that the Contractor shall not be under any such liability if it is able to show that such injury or damage was neither caused nor contributed to by its negligence, omission or default, or breach of statutory duty or that of its servants, agents or sub-contractors, their servants or agents, nor by any circumstances within its or their control, and if it shows that the neglect or default of any other person (not being his servant, agent or sub-contractor, their servants and agents) was in part responsible for any personal injury or loss of property to which this clause applies, the Contractor's liability under this clause shall not extend to the share in the responsibility attributed to the neglect or default of the person.

15. INSURANCE

- 15.1 The Contractor shall procure and maintain, and continue to extend the following insurances and shall remain effective throughout the contract period and any extension of time granted:
 - i. Workmen Compensation
 - ii. Public Liability
 - iii. Fire

- 15.2 As and when required by the Government, the Contractor shall produce for inspection satisfactory documentary evidence that the insurances referred to in Clause 15.1 are being properly maintained and confirm that payment has been made in respect of the last preceding premium under them.

16. RESOLUTION OF DISPUTE

- 16.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.
- 16.2 If the parties are unable to amicably resolve any dispute within thirty (30) days from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the Arbitration Act (Chapter 173).
- 16.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Act (Chapter 173). The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 16.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 16.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

17. NOTICES

- 17.1 Any notice given by one party to the other pursuant to this Agreement shall be in writing and shall be sent by registered mail or facsimile to the address and number as specified below:

To the Government:
Fax:

To the Contractor:
Fax:

- 17.2 Any notice or document shall be deemed to be duly served:
 - 17.2.1 If delivered by hand, at the time of delivery;
 - 17.2.2 If posted, at 10.00 am on the seventh working day after postings;
 - 17.2.3 If sent by facsimile transmission, at the time of successful transmission;
- and
- 17.3 A notice shall be deemed to be effective from the time of service or on the notice's effective date, whichever is the later.

18. GOVERNMENT'S RIGHTS

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

19. TAXES AND DUTIES

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS AND VARIATIONS

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

22. ASSIGNMENT AND SUB-CONTRACT

- 22.1 The Contractor shall not, without the prior written consent of the Government, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right to assign, either absolutely or by way of charge, any monies due or to become due to it, or which may become payable to it under this Agreement.
- 22.2 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement. If requested by the Government, the Contractor shall promptly provide the Government with copies of any sub-contracts.

23. SEVERABILITY

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

24. WAIVER

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

25. NO PARTNERSHIP

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

26. GOVERNING LAW

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

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

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

.....
[Name and post]

In the presence of

.....
[Name and post]

For and on behalf of
[]

.....
[Name and post]

In the presence of

.....
[Name and post]