

**TENDER REFERENCE NO.: KK/37/2026/ESTETRI PASH(TC)**

**MINISTRY OF HEALTH  
NEGARA BRUNEI DARUSSALAM**

**TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE  
INCLUDING COLLECTION, TRANSPORTATION AND  
INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN  
ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3)  
YEARS**

**TENDER FEES : \$500.00**

**RECEIPT NO. :**

**CLOSING DATE : ON TUESDAY, 31st March 2026**

**TIME : 2.00 PM**

**FOA :**

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

**(CLUSTERING)**

**MINISTRY OF HEALTH  
NEGARA BRUNEI DARUSSALAM**

**TERM CONTRACT FOR DISPOSAL OF  
CLINICAL WASTE INCLUDING  
COLLECTION, TRANSPORTATION AND  
INCINERATE SERVICES FROM RAJA  
ISTERI PENGIRAN ANAK SALEHA  
HOSPITAL FOR A PERIOD OF THREE  
(3) YEARS**

**Estate Maintenance Section  
Hospital Raja Isteri Pengiran Anak Saleha**

## TABLE OF CONTENTS

SECTION 1	INSTRUCTION TO TENDERERS	4
	APPENDIX 1: INVITATION TO TENDER ACKNOWLEDGEMENT FORM	16
	APPENDIX 2: CLARIFICATION NOTICE FORM	17
	APPENDIX 3: SITE VISIT FORM	18
	APPENDIX 4: TENDER SUBMISSION REQUIREMENTS	29
SECTION 2	SPECIFICATION	20
SECTION 3	FORM TO BE USED	28
	SCHEDULE 1 – TENDER FORM	29
	SCHEDULE 2 – INFORMATION SUMMARY	31
	SCHEDULE 3 – SUB-CONTRACTS	32
	SCHEDULE 4 – COMPANY’S BACKGROUND	33
	SCHEDULE 5 – REFERENCES	34
	SCHEDULE 6 – LETTER OF DECLARATION	35
SECTION 4	CONTRACT	41

## SECTION 1

### INSTRUCTION TO TENDERERS

#### 1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for **TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION, TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS.**

#### 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 or Ministry of Health including compliance to relevant Order/Act/Regulation 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, 31<sup>ST</sup> MARCH 2026"** and

(iii) the closing date and time of the Tender.

(c) shall bear the following description of the project, namely:

***"TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,  
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA  
HOSPITAL FOR A PERIOD OF THREE (3) YEARS - KK/37/2026/ESTETRIPASH(TC)"***

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**

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

#### **15. LATE TENDERS**

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**

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**

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**

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**

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**

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

## **24. ACCEPTANCE 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**

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

## **26. PERFORMANCE BOND (Not applicable to this tender)**

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**

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 an 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.

SITE VISIT FORM

TENDER REFERENCE NO.: KK/37/2026/ESTETRIPASH(TC)

TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,  
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA  
HOSPITAL FOR A PERIOD OF THREE (3) YEARS

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: \_\_\_\_\_

<b>COMPANY STAMP</b>

**FOR OFFICIAL USE ONLY**

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

\_\_\_\_\_

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

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

<b>DEPARTMENT STAMP</b>

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/37/2026/ESTETRIPASH(TC)

**TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION, TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS**

**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 workers 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**

**1.0 GENERAL**

1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of disposal services (hereinafter referred to as “Disposal Services”) for clinical wastes at the following sites (hereinafter referred to as “Hospital”):

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

1.2 The duration of the Disposal Services is for **THREE (3) years** OR upon reaching **2409 Tons** quota whichever comes first.

**2.0 SCOPE OF WORK**

2.1 The Contractor shall provide Disposal Services which shall include collection of Clinical Waste at Hospital, transportation of said waste away from Hospital, incinerate and finally treatment and disposal of the waste at an approved facility.

2.2 The offsite transportation, including logistic staff, vehicles requirements, labelling of the transport vehicle and transport documentation, shall be in accordance with the requirements stipulated in the Ministry of Health’s Guidelines on Healthcare Waste Management (version October 2019).

2.3 The incineration Site shall be a facility that has been approved by the Department of Environment, Parks and Recreation. The treatment and disposal methods shall be one or more of the recommended treatment and disposal options listed in the Ministry of Health’s Guidelines on Healthcare Waste Management (version October 2019).

2.4 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, Ministry of Health, Department of Environment, Parks and Recreation and Safety, Health and Environment National Authority (SHENA).

2.5 The process of collecting, transporting and incineration shall fall under the jurisdiction of Ministry of Health whereas Toxicity Characteristic Leaching Procedure (TCLP) and disposal to approved facility shall fall under the jurisdiction of Department of Environment, Park and Recreation.

2.6 The designated collection point (hereinafter referred to as “Collection Point”) for the Clinical Waste are as follows:

1. Raja Isteri Pengiran Anak Saleha Hospital, Block 6 Bin Centre.
2. Women and Children Centre, Basement B1.
3. Incinerator Cold Room.

During the Contract period, the collection point may be changed whenever required/directed by the Ministry and no additional charges shall be claimed by the Contractor.

2.7 The Contractor shall ensure his workers are trained for the proper handling of Clinical Waste and adhere to enforced protocols/procedures to prevent infection.

2.8 The Contractor shall prepare and present the consignment note during collection of Clinical Waste. All Clinical Waste shall be weighed on the same day. All original receipt or documentation produced during the weighing shall be attached with the progress payment claim.

- 2.9 The Contractor must ensure his incinerator and all other equipment are well maintained and kept in good condition for the efficient incineration of Clinical Waste. This shall also include ensuring the emissions from the incineration standards meet the requirements set by Department of Environment, Park and Recreation.
- 2.10 The Contractor shall ensure Toxicity Characteristic Leaching Procedure (TCLP) test are conducted periodically to certify that the ashes/solid product from the incinerator meet the standards set by Department of Environment, Park and Recreation prior to disposing at approved facility.
- 2.11 A copy of the Toxicity Characteristic Leaching Procedure (TCLP) test result shall be submitted together during payment claim as evidence of incineration throughout the contract period.
- 2.12 The Contractor shall also attach a copy of consignment note after disposal of solid waste/ashes at approved facility.
- 2.13 The Contractor shall only weigh the Clinical Waste on a certified weighbridge or other weighing equipment by the Weights And Measures Units and shall be valid throughout the contract period.

### **3.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- 3.1 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.
- 3.2 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.
- 3.3 The PPE stated below are **mandatory** to be worn by the Contractor's workers during collection of Clinical Waste:
1. Helmets, with or without visors - depending on the activity
  2. Face masks - obligatory
  3. Eye protectors (safety goggles) - obligatory
  4. Overalls (coveralls) – obligatory
  5. Industrial aprons (length until shin) – obligatory
  6. Leg protectors and/ or industrial boots – obligatory
  7. Disposable gloves (for medical staff) or heavy duty/ cut resistance gloves (for waste workers) – obligatory
- 3.4 The PPE shall be cleaned by washing each time after collection. Disposable PPE shall not be reused.
- 3.5 A penalty shall be imposed on the Contractor if the PPE worn are not adequate.

### **4.0 TRANSPORT**

- 4.1 Any vehicle used to transport healthcare waste should fulfill several design criteria:
1. The body of the vehicle should be of a suitable size commensurate with the design of the vehicle.
  2. There should be a bulkhead between the driver's cabin and the vehicle body, which is designed to retain the load if the vehicle is involved in a collision.
  3. There should be a suitable system for securing the load during transport.

4. Empty plastic bags, suitable protective clothing, cleaning equipment, tools and disinfectant, special kits for dealing with liquid spillages, should be carried in a separate compartment in the vehicle.
  5. The internal finish of the vehicle should allow it to be steam-cleaned and internal angles should be rounded to eliminate sharp edges to permit more thorough cleaning and prevent damage to waste containers.
  6. The vehicle should be marked with the name and address of the waste carrier
  7. An international hazard sign should be displayed on the vehicle and containers, as well as an emergency telephone number.
- 4.2 Vehicles or containers used for transporting healthcare waste should not be used for transporting any other materials. Vehicles should be kept locked at all times, except when loading and unloading, and kept properly maintained.
  - 4.3 Contractor shall ensure clinical waste collected are secured, placed in container/bin/others suitable during collection and concealed from public during transport from Hospital to Site.
  - 4.4 Vehicles and transporting containers used for the transportation of waste should be cleaned and disinfected daily after use. Mechanical cleaning, combined with soaps and detergents, which act as solubility promoting agents, can be used. Cleaning and disinfection have to be carried out in a standardized manner or by automated means that will guarantee an adequate level of cleanliness.

#### 5.0 **DISPOSAL SERVICE**

- 5.1 The Contractor shall be made aware that the average daily Clinical Waste produced is **2.2 tons per day** (from both RIPAS Hospital and Women and Children Centre and shall varies from time to time)
- 5.2 The price quoted by the Contractor shall include all type/characteristics of the Clinical Waste. There shall be no separate segregation or additional price required.
- 5.3 The Contractor is required to collect and clear the Clinical Waste from Hospital on a **DAILY** basis including off day or public holiday at no extra charges and/or schedule approved by the S.O.
- 5.4 The Contractor shall be responsible in ensuring the clinical waste at Collection Point are fully **cleared/emptied** on a daily basis and/or as per schedule approved by the S.O.
- 5.5 The S.O. may instruct at any time to collect additional clinical waste as an adhoc request whenever necessary at no additional charges.
- 5.6 The Contractor shall submit daily report on the collected waste.

#### 6.0 **LIQUIDATED ASCERTAINED DAMAGES (LAD)**

- 6.1 If the Contractor failed to collect/clear the Clinical Waste each day without informing the S.O or without justified reasons, the Contractor shall be subjected to a penalty or liquidated ascertained damages (LAD) which shall at as be chargeable at the following rate which shall be deducted from the amount payable to the Contractor.

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

X – Liquidated Ascertained Damages (per day)  
A – Contract Sum  
B – Contract Duration (days)

6.2 A penalty of **B\$100.00** shall be imposed for each non-compliance to PPE requirements found during the collection of Clinical Waste which shall be deducted from the amount payable to the Contractor.

## **7.0 CONTRACT PRICE AND PAYMENTS**

7.1 The proposed Contract Sum shall be deemed to cover all costs involved in performing the Disposal Services including all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, 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 All progress payment claim shall consist of the following:

1. Service report consisting of the weight of clinical waste collected per day.
2. Original weighing receipt/documentation.
3. TCLP test results (if available).
4. Original consignment notes to approved landfill facilities.

## **8.0 USE OF SITE**

8.1 The Contractor shall keep both his site and RIPAS Hospital and Women and Children Centre clinical waste disposal clean and tidy at all times.

8.2 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.

8.3 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.

## **9.0 SUPERVISION AND PERSONNEL**

9.1 The Contractor shall provide and employ qualified and competent workers to perform the Disposal Services.

9.2 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.

## **10.0 INSURANCES**

10.1 The Contractor shall warrant that he will maintain at his own expense insurances such as workers' compensation for the duration of this Contract.

10.2 If the Contractor by default have been insured by the required insurance, he shall clarify whether the coverage is inclusive of this Contract and shall furnish certificates/documents showing that such insurance is in effect and sufficient.

10.3 In the event where the Contractor do not possess such insurance, his quoted price shall be deemed to have included the cost or obtaining such insurance and shall without failure submitted to the S.O. for verification during the tender award stage.

## 11.0 SECURITY

- 11.1 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:
- ✓ Name
  - ✓ Address
  - ✓ Identity card number / passport number
  - ✓ Gender
  - ✓ Citizenship
  - ✓ Expiry date of work pass (for foreign workers)
- 11.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.
- 11.3 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.

## 12.0 REPORTS

- 12.1 A record of the the Disposal Services shall be logged which shall contain:
- ✓ Name of workers who are collecting the clinical waste
  - ✓ Plate license of the vehicle used
  - ✓ Date and time of collection
- 12.2 The log book must be available for inspection by the Superintending Officer at any time.
- 12.3 Before sending hazardous healthcare wastes offsite, transport documentation (commonly called a 'consignment note' or 'waste tracking note') should be prepared and carried by the driver. The consignment note for a vehicle carrying hazardous healthcare waste should include the following information in case of accidents or official inspection:
1. Waste classification
  2. Waste sources
  3. Pick-up date management of wastes from healthcare activities
  4. Destination
  5. Driver name
  6. Number of containers or volume
  7. Receipt of load received from responsible person at pick-up areas
- 12.3 This information allows quick and effective counter measures to be taken in the event of an accident or incident. Weight of wastes is useful for commercial treatment and disposal operators who bill healthcare facilities for their waste services.
- 12.4 The Contractor shall take **before and after picture** with time stamp features enabled to indicate starting and end time of the collection.
- 12.5 The Contractor shall always inform the S.O. or his representative whenever his worker has arrived at Hospital to collect the Clinical Waste.
- ## 13.0 HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc
- 13.1 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.

- 13.2 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.
- 13.3 The Contractor shall also ensure that all measures are taken to control noise levels produced during the Disposal Services.

**SCHEDULE 1 – TENDER FORM**

To:

**TENDER REFERENCE NO: KK/37/2026/ESTETRIPASH(TC)**

**INVITATION TO TENDER  
TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,  
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK  
SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS**

---

**TENDER OF (*name of tenderer*)**

Company/Business Registration No \_\_\_\_\_

Tender Closing Date: \_\_\_\_\_

No.	Description	Unit	Rate	Quantity	Amount	
					\$	¢
1.0	<p>Note: Rate shall be deemed to have included all necessary cost such as transport, logistics, personal protective equipment, compliance to regulations and for the proper execution of the works stated in this Tender.</p> <p><b>DISPOSAL SERVICE</b></p>					
1.1	To provide Disposal Services of clinical waste by collecting, transporting away from Hospital, conduct TCLP tests and incinerate at Contractor's site/approved facilities.	Ton		2409		
<b>TOTAL AMOUNT FOR THIS SUMMARY OF TENDER</b>						

**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).**

TOTAL AMOUNT (IN WORDS) IN BRUNEI DOLLARS:

---



---

1. We offer and undertake on your acceptance of our Tender to provide the above-mentioned services in accordance with your Invitation To Tender.
2. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
3. We shall execute a formal agreement in the appropriate form set out in Section 4 – Contract of the Invitation to Tender together with such further terms and conditions, if any, agreed between the Government and us.
4. OUR OFFER IS VALID FOR **SIX (6)** CALENDER MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this                      day of                      2026

---

**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:
  - *Disposal services of Clinical Waste*
- d. Other information which is considered relevant

**SCHEDULE 3 – SUB-CONTRACTS**

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

Table 3.1 - Responsibility Table

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

#### **SCHEDULE 4 – COMPANY’S BACKGROUND**

- 4.1 Each of the companies involved in this tender, including Contractor and sub-contractor(s) (if any), shall provide information on the company’s background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be).

## SCHEDULE 5 – REFERENCES

5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Contractor has provided similar services and items as specified in this tender in the recent 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 DISPOSAL OF CLINICAL WASTE INCLUDING  
COLLECTION, TRANSPORTATION AND INCINERATE SERVICES FROM RAJA  
ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3)  
YEARS**

**(Agreement Ref:\_\_\_\_\_)**

**THIS AGREEMENT** is made on the

2026

**BETWEEN**

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM** represented by Ministry of Health, \_\_\_\_\_ Bandar Seri Begawan, Brunei Darussalam (hereinafter referred to as the "Government")

**AND**

[ \_\_\_\_\_ ] (hereinafter referred to as the "Contractor").

**WHEREAS** the Contractor has agreed to provide collection, transportation and incineration services of clinical waste for the Government (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 the Schedules attached hereto (as may be amended, modified, varied and/or supplemented thereto from time to time) and includes any document which by reference in the Schedules or this Agreement or which the parties hereto have agreed in writing to be and 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 "Effective Date" means the date of signature of this Agreement by the parties;
  - 1.1.3 "Hospital" means the Raja Isteri Pengiran Anak Saleha Hospital and Women and Children Centre;
  - 1.1.4 "MOH" means the Ministry of Health, Brunei Darussalam;
  - 1.1.5 "Services" means the collection, transportation and incineration of clinical waste to be provided by the Contractor as described in **Clause 5**;
  - 1.1.6 "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. COMMENCEMENT AND DURATION OF AGREEMENT**

This Agreement shall commence on the Effective Date and subject to **Clause 11** shall remain in force thereafter for a period of three (3) years. Upon expiry of the three (3) years, 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

## **3. THE CONTRACTOR'S UNDERTAKING**

In consideration of the payment by the Government of the Charges in accordance with the provisions of **Clause 7**, the Contractor undertakes to provide the Services in accordance with the terms and conditions of this Agreement.

## **4. THE GOVERNMENT'S OBLIGATIONS**

The Government shall permit the Contractor for the purpose of fulfilling the Contractor's obligations under this Agreement to have full licence and liberty to enter the Hospital.

## **5. THE CONTRACTOR'S OBLIGATIONS**

The Contractor shall provide the following services (hereinafter referred to as "the Services"):

- 5.1 The Contractor shall provide clinical waste disposal services for the Hospital as specified in **Schedule A**.

### **Working Hours**

- 5.2 The Contractor shall provide the Services on a daily basis including Fridays, Sundays and public holidays from 07.45 am to 12.15 pm and 01.30 pm to 04.30 pm.
- 5.3 The Contractor may be required provide the Services outside the working hours stated in **Clause 5.2** when notified by the Superintending Officer or his representative.

### **Services Reports and logs**

- 5.4 The Contractor shall provide the Government with written reports of the Services' calls and actions carried out ("the Services Reports"). The Services Reports shall include the following:

- 5.4.1 names of employees collecting the clinical waste;  
5.4.2 date and time of collection; and  
5.4.3 licence plate details of vehicle used in the collection of clinical waste.

### **Administration**

- 5.5 The Contractor shall submit the monthly payment claim by the first week of each month to the Hospital Administration Office.
- 5.6 The Government shall be entitled to verify the payment claims based on the Services Reports submitted by the Contractor pursuant to **Clause 5.4**.

### **Safety**

- 5.7 The Contractor shall give due importance to safety at all times.
- 5.8 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 Hospital and work in general.

- 5.9 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. PAYMENT PROVISIONS**

- 6.1 In consideration of the Services carried out by the Contractor under this Agreement, the Government shall pay on a monthly basis the amount set out in **Schedule B** (hereinafter referred to as "the Charges") upon receipt of the following document from the Contractor:

- 6.1.1 original invoice;
- 6.1.2 duplicate invoice;
- 6.1.3 Services Reports pursuant to **Clause 5.4**; and
- 6.1.4 all relevant supporting documents.

- 6.2 All claims for the Charges shall be addressed to:

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

- 6.3 The Government shall not be liable for any expenses, charges, costs and/or fees other than those stated in this **Clause 6** or as expressly agreed in writing by the Government.

## **7. DISPOSAL SERVICES**

- 7.1 The Contractor shall make visit to the Hospital to identify collection point, the condition of the collection point and the route.

- 7.2 Disposal Services shall be carried on a daily basis unless otherwise agreed upon.

- 7.3 Upon receipt of a notification from the Superintending Officer, the Disposal Services shall be performed AT ANY TIME (inclusive of public holidays) upon notification by the Superintending Officer or his representative when requested.

### **Normal Working Hours**

- 7.4 Normal Working Hours for the purposes of Disposal Services means:

- 7.5 the hours of 7.45am to 12.15pm and 1.30pm to 4.30pm on Monday to Thursday and on Saturday;

### **Down Time**

- 7.6 The Down Time of the Disposal Services shall in all cases not exceed twenty-four (24) hours.

## **8. ACCESS AND SECURITY**

- 8.1 The Government shall grant the Contractor such access to the Hospital in order to perform the Services.

- 8.2 The Contractor shall ensure that its employee(s), agent(s) or sub-contractor(s) while they are at the Site comply with all relevant security and other on-site regulations imposed by the Government.

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

8.4 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 the Services and upon the expiry or termination of this Agreement.

## 9. DELAY AND LIQUIDATED DAMAGES

9.1 Unless **Clause 11** applies, in the event that the Contractor fails or is unable to perform the Services to the satisfaction of the Government, or fails to perform the Services within the time specified in **Clause 5.2**, the Government shall be entitled, without prejudice to and in addition to any of its other rights and remedies under this Agreement, have the right to engage another company to perform the Services or any part thereof.

9.2 In the event the Government engages another company to perform the Services pursuant to **Clause 9.1**, the Contractor shall pay for all charges incurred which the Government shall deduct from any Charges due to or may become due to the Contractor under this Agreement. The Government will inform the Contractor of any actions taken for proper documentation and problem management.

9.3 Except where the provisions in **Clause 12** apply, if the Contractor fails to perform the Services within the time specified in the **Clause 5.2**, the Contractor shall pay the Government as and by way of liquidated damages which shall be deducted by the Government from any Charges due to or may become due to the Contractor under this Agreement for the costs the Government will incur as a result, the sum of **One Hundred Dollars (B\$100.00)** for each day or part thereof of such failure or delay.

9.4 The Contractor and the Government agree that these liquidated damages are reasonable in light of the harm that will be caused by such failure or delay and the difficulties of proof of loss and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

## 10. WARRANTIES

10. The Contractor hereby warrants and represents to the Government that:

10.1 it has the full capacity and authority and all necessary licence, permits and consents to enter into and provide the Services under this Agreement;

10.2 the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with due skill, care and diligence;

10.3 it shall discharge its obligations pursuant to this Agreement with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause) in accordance with its own established internal procedures; and

10.4 the Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to all applicable health and safety regulations).

## 11. TERMINATION

11.1 Either Party may terminate this Agreement with immediate effect by written notice to the other if the other commits a material breach of this Agreement, and in the case of a breach capable of remedy, fails to remedy it within **thirty (30) days** of receipt of a written notice from the party not in default specifying the breach and containing a warning of an intention to terminate if the breach is not remedied.

- 11.2 The Government may terminate this Agreement at any time by written notice to the Contractor, without any compensation whatsoever to the Contractor, and the notice taking effect as specified in the notice:
- 11.2.1 if the Contractor ceases or threatens to cease to carry on its business; or
  - 11.2.2 if the Contractor becomes a bankrupt or otherwise insolvent or if any steps are taken to appoint a receiver, administrator, judicial manager or similar officer in relation to or put in force a legal process against the Contractor over all or any part of the Contractor's assets, property or undertaking or if any steps are taken to wind-up or dissolve the Contractor or if anything corresponding to the above event occurs; or
  - 11.2.3 if the Contractor makes any arrangement for the benefit of its creditor(s); or
  - 11.2.4 pursuant to **Clause 12 and 14** in the circumstances mentioned therein
- 11.3 Save for the aforesaid reasons, the Government may terminate this Agreement any time by giving **not less than thirty (30) days'** written notice to the Contractor.
- 11.4 Save as otherwise expressly provided, any termination of this Agreement pursuant to this **Clause 11** shall be without prejudice to any other rights or remedies that either Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **12. FORCE MAJEURE**

- 12.1 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:
- 11.1.1 acts of God;
  - 11.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
  - 11.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Where the Government elects to terminate this Agreement under this **Clause 11**, 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.
- 12.6 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.

### **13. CONFIDENTIALITY**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 For avoidance of doubt, the provision of this **Clause 13** shall survive the termination or expiration of this Agreement.

### **14. GIFTS**

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)**.

### **15. DAMAGE AND INJURY TO PERSONS AND PROPERTY**

- 15.1 The Contractor shall:
- 15.1.1 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;
- 15.1.2 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.
- 15.2 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.

## 16. INSURANCE

- 16.1 The Contractor shall maintain, and continue to maintain throughout the term of this Agreement, and at its own expense, comprehensive general liability, errors and omissions, workmen's compensation, public liability, property damage insurance.
- 16.2 As and when required by the Government, the Contractor shall produce for inspection satisfactory documentary evidence that the insurances referred to in Clause 13.1 are being properly maintained and confirm that payment has been made in respect of the last preceding premium under them.

## 17. RESOLUTION OF DISPUTE

- 17.1 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.
- 17.2 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 to resolution by arbitration in accordance with the provision of the **Arbitration Order, 2009**.
- 17.3 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 Order, 2009**. The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 17.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 17.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.
- 17.6 Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the **Arbitration Order, 2009** for the time being in force in Brunei Darussalam.
- 17.7 The application of Part II of the **International Arbitration Order, 2009** and the Model Law referred thereto, to this Agreement is hereby excluded.

## 18. NOTICES

- 18.1 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:**

**To the Contractor:**

- 18.2 Any notice or document shall be deemed to be duly served:
- 18.2.1 If delivered by hand during the normal business hours of the addressee to the addressee's address, at the time of delivery;
- 18.2.2 If sent by fax during the normal business hours of the addressee, at the time of successful transmission; and
- 18.2.3 If sent by post during the normal business hours of the addressee, on the seventh (7<sup>th</sup>) working day after posting.
- 18.3 A notice shall be deemed to be effective from the time of service or on the notice's effective date, whichever is the later.

## 19. GOVERNMENT'S RIGHTS

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.

**20. TAXES AND DUTIES**

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.

**21. ENTIRE AGREEMENT**

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.

**22. AMENDMENTS AND VARIATIONS**

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

**23. ASSIGNMENT AND SUB-CONTRACT**

23.1 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.

23.2 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.

**24. SEVERABILITY**

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.

**25. WAIVER**

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.

**26. NO PARTNERSHIP**

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

**27. GOVERNING LAW**

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

