

**TENDER REFERENCE NO.: KK/65/2026/TUT(TC)**

**MINISTRY OF HEALTH  
NEGARA BRUNEI DARUSSALAM**

**SUPPLY AND DELIVERY OF MEDICAL GASES TO  
PMMPMHAMB HOSPITAL TUTONG DISTRICT FOR A  
PERIOD OF THREE (3) YEARS**

**TENDER FEES : \$50.00**

**RECEIPT NO. :**

**CLOSING DATE : 05th May 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**

## **SUPPLY AND DELIVERY OF MEDICAL GASES TO PMMPMHAMB HOSPITAL TUTONG DISTRICT FOR A PERIOD OF THREE (3) YEARS**

**Prepared by  
ESTATE MAINTENANCE SECTION  
MINISTRY OF HEALTH**

**MINISTRY OF HEALTH**

**BRUNEI DARUSSALAM**

**INVITATION TO TENDER  
THE SUPPLY AND DELIVERY OF MEDICAL GASES TO PMMPMHAMB HOSPITAL TUTONG DISTRICT  
FOR A PERIOD OF THREE (3) YEARS**

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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 the **SUPPLY AND DELIVERY OF MEDICAL GASES TO PMMPMHAMB HOSPITAL TUTONG DISTRICT 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;

**"Goods"** means the goods to be supplied 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 Goods 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 Companies which are involved or operate in the supply of medical gases supplies and registered with the Ministry of Health 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 **three (3) sets** made up of one (1) original and two (2) duplicates. All sets shall be bound and clearly labelled as **ORIGINAL, DUPLICATE ONE** and **DUPLICATE TWO** etc. respectively. All Tenders must be addressed to:

*The Chairman,  
Mini Tender Board,  
Ministry of Health,  
Jalan 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, 05<sup>th</sup> MAY 2026"** and
    - (iii) the closing date and time of the Tender.
  - (c) shall bear the following description of the project, namely:

***"SUPPLY AND DELIVERY OF MEDICAL GASES TO PMMPMHAMB HOSPITAL TUTONG DISTRICT FOR A PERIOD OF THREE (3) YEARS KK/65/2026 /TUT (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.

## **7.0 VALIDITY PERIOD OF TENDER**

- 7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of twelve (12) **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 Goods described in these Invitation To Tender. Tendered prices shall be firm and fixed and remain valid for acceptance for a period of twelve (12) 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 supply and delivery of the Goods.

## **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  
DPMMPMHAMB Hospital Tutong  
Negara Brunei Darussalam  
Contact No.: 4221010 ext 182/183*

- 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 Goods 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 request Tenderers to provide sample of the Goods; or
- 19.1.5 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. 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 therefor.

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**

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

**27. SUPPORTING DOCUMENTS (FORMS TO BE USED)**

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** to this Invitation To Tender;
  - 27.1.2 **Schedule 2 - Information Summary**, containing information on Tenderer's profile and previous experience(s) in supplying the goods and 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 maybe);
  - 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; and
  - 27.1.7 **Schedule 7 – Compliance Form**, a checklist for the Tenderer as set out in **Section 3** in this Invitation To 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. Tender should completed and submitted compliance form at section 3.

## **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.

## SECTION 2

### SCOPE OF WORK AND SPECIFICATIONS

#### 1. MEDICAL GASES FOR THE PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH HOSPITAL

- 1.1 To provide labour, equipment, transport and everything deemed necessary for the supply and deliver of medical gases according to the intend of specifications and summary of tender.
- 1.2 To provide certification of registration of medical gases if needed.
- 1.3 To supply and deliver medical gas cylinders at any destination without any additional cost.
- 1.4 The contractor shall maintain sufficeint spare parts for all medical gases cylinders such as pin-index or bull-nose type valve and regulator which are commonly used to avoid delay during breakdown.
- 1.5 The Contractor shall carry out regular check and submit monthly report the condition of the cylinders to the S.O.
- 1.6 The Contractor who will be awarded for summary of tender item No.1 (Medical Liquid Oxygen min. 99.5%) MUST:
  - a) To carry out daily servicing for the liquid tank including Control Panel and accessories (Plant) at Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah Hospital and National Isolation Centre Extension without any additional cost.
  - b) To attend and repair any breakdown of the Plant at no extra charge.
  - c) To respond immediately to any breakdown reported by the S.O. not exceeding thirty (30) minutes.
  - d) To provide enough medical gases cylinders at all wards during breakdown.
  - e) To maintain sufficeint medical oxygen cylinders as stated in Appendix A and provide immediately during breakdown or as needed by the S.O. at no extra charge.
  - f) To maintain sufficeint spare parts which are commonly used for the control panel and piping as to avoid delay during breakdown.
  - g) To supply and deliver Liquid Oxygen at any time as required by the S.O.
  - h) To provide certification of Purity of Liquid Oxygen on every refilling using their own equipment and witness by the S.O or his/her representative.

#### 2. PERSONNEL

- 2.1 To ensure the proper and efficient execution of the maintenance services, the Tenderer shall provide and employ qualified and competent workers to perform the Maintenance Services as follows:
  - One (1) registered Engineer
  - One (1) registered technician/supervisor
  - One (1) tradesmen

- 2.2 Failure to provide the required personnel to carry out the Maintenance Services will result in an imposition of the following charges:
- Engineer - B\$100/day
  - Supervisor/Technician - B\$75.00/day
  - Tradesman - B\$50.00/day
- 2.3 The Tenderer shall ensure that such personnel are properly trained and employed (if they are employed outside of Brunei Darussalam) by the Tenderer throughout the three-years duration.
- 2.4 The Tenderer is required to submit a list of names, addresses, qualification, experiences and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Maintenance Services in the format set out in Section 3 of this invitation to Tender. 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 three-year duration.
- 2.5 The superintending Officer reserves the right to remove, reject or replace any persons employed by the Tenderer, who in the opinion of the Superintending Officer is not competent to execute the maintenance Services and shall direct the tenderer to replace such person/s.
- 2.6 All personnel employed by the Tenderer shall be neatly and properly attired in uniforms and equipped with proper tools and safety equipment to enable them to carry out their work safely, accurately and without any risk of causing damage to the system or any of the building at respective Hospital/Health Centre/Clinic, Ministry of Health.

### **3 INSURANCE**

- 3.1 The Tenderer shall warrant that he will maintain at his own expenses, comprehensive general liability, errors and omissions, worker's compensation, public liability, property damage and automobile liability insurance. The Tenderer shall note that all insurance should cover throughout the contract period of three (3) years and, any approved extension of time.

### **3 LOG BOOKS AND REPORTS**

- 3.1 A record of the work done on each maintenance visit for each location in Schedule I shall be noted in a log book by the Tenderer.
- 3.2 The log book must show the date, time and duration of work performed; a description of work performed and the name of the Tenderer's personnel responsible for performing the work.
- 3.3 Completion of the maintenance visit shall be affixed via the technician's signature and shall be confirmed in writing by the Superintending Officer or his representative.
- 3.4 The log book must be available for inspection by the Government at any time.
- 3.5 The Tenderer shall also submit Maintenance Service Reports in a format acceptable the Government and shall include the following information.
- Reference number of any equipment of the system;
  - Job number;
  - Date of completion of job;
  - Date, time and total time any equipment of the system is made unavailable to

- the Government;
- Name of Tenderer's technician/personnel responsible for carrying out the job; and
- Comments of the person requesting the Maintenance Services.

3.6 Any verbal reports made by the EMS on any breakdown shall be made available to the Superintending Officer or his representative within twenty-four (24) hours of receiving the complaint. Such report must state the nature of the fault, work done and whether any further work is required.

#### **4 EQUIPMENT AND TOOLS**

4.1 The Tenderer shall insure that all technicians working on site are equipped with adequate equipment and/or tools to enable them to carry out their work safely, accurately and without risk of causing any damage to the system or any of the buildings. Such equipment and tools include but are not limited to the following:

- Multitester
- Regulator
- Test pin
- Fuse
- General Tool kit

#### **5 CONTRACT PRICE AND PAYMENT**

5.1 The tenderer shall quote the cost of an annual service contract which shall consist of the maintenance services charges and the cost of parts replaced (if any), upon receipt of:

- Three (3) copies of invoice;
  - ✓ 1 Original invoice
  - ✓ 2 Duplicate invoice
- Delivery order

5.2 The tenderer shall submit the invoice of the previous month within first week of each month. All claims shall be addressed to respective:

***Head of Section  
Estate Maintenance Section  
PMMPMHAMB Tutong Hospital Tutong***

5.3 Payment will be made within forty-five (45) days after submission of the invoice and other related documents, subject to any deduction under the Contract and satisfactory certification by the Government during the preceding month.

#### **6 USE OF SITE**

6.1 The contractor shall not use the site for any purpose other than that of carrying works in connection with the performance of the contract.

6.2 The contractor shall at all times keep the site clear and free from all surplus materials, rubbish, debris arising from the execution of the works and shall keep the site in a clean condition

#### **7 HEALTH AND SAFETY, PRECAUTION AGAINST CONTROL**

The contractor shall provide all necessary measure, comply with all occupational health and safety regulations and rules that are force, and comply with all orders and

instructions given to him from time to time by the Superintending Officer in regard to occupational health and safety persons in the vicinity of the site and including safety and other regulation in force in the Hospital/Health Centre/Clinics and any requirements of local Authority and/or Public Service Authority. No claim by the contractor for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due lack of knowledge of these conditions, regulations and requirements.

**SUMMARY OF TENDER**

ITEM NO.	DESCRIPTION
1	Medical liquid oxygen min 99.5%
2	Medical Oxygen 240 cubic feet valve type, BSP 5/8" bull nose or equivalent
3	Medical Oxygen ,120 cubic ft
4	Medical Oxygen, 48 cubic ft valve type, Bull nose.
5	Medical Oxygen, 24 cubic ft valve type, pin index
6	Medical Oxygen, 18 cubic ft valve type, pin index
7	Carbon dioxide,70 lbs valve type 0.860" 14 IPI, male thread.
8	Carbon dioxide,50 lbs
9	Carbon dioxide,20 lbs
10	Carbon dioxide,21 lbs , valve type pin index
11	Carbon dioxide,5 lbs , valve type pin index
12	Compressed air, 48 cubic feet, valve type,BSP 5/8" right hand, bull nose
13	Compressed air, 120 cubic feet, valve type,BSP 5/8" right hand, bull nose
14	Compressed air, 240 cubic feet, valve type,BSP 5/8" right hand, bull nose
15	Medical copressed air 0.5 litres
16	Medical Compressed air 0.7 litres.
17	Entonox 600 litres, valve type pin index
18	Entonox 2000 litres, valve type pin index
19	Nitrogen 120 cubic feet, valve type bull nose
20	Nitrogen 240 cubic feet, valve type bull nose
21	Nitrous oxide,3740 gallon, valve type chrome valve male thread, hand on / off
22	Nitrous oxide,(N2O)200 gallon, valve type pin index

ITEM NO.	DESCRIPTION
23	Nitrous oxide 3.4 kg
24	Nitrogen 50 litre
25	LPG gas 96kg
26	Liquid nitrogen 5 litres.
27	Liquid nitrogen 10 litres.
28	Oxygen regulator for pin index (any oxygen cylinder size)
29	Oxygen regulator with click type flowmeter bull nose type (any oxygen cylinder size)
30	Oxygen flow meter with humidifier (any oxygen cylinder size)
31	Hydraulic testing and issue test certificate of hospital cylinders.
32	Painting and labeling per cylinder
33	Replacing pin index type medical gas valve.
34	Replacing bull nose type medical gas valve.
35	Oxygen aluminium cylinder stainless steel trolley ( any oxygen cylinder size)
36	Oxygen aluminium cylinder stainless carrying bag ( any oxygen cylinder size)
37	Suction bottol c/w other accessories (JAPAN standard or approved equivalent)
38	Aluminium cylinder set 18 cubic feet
39	Aluminium cylinder set 24 cubic feet
40	Aluminium cylinder set 48 cubic feet
41	Aluminium cylinder set 120 cubic feet
42	Aluminium cylinder set 240 cubic feet

**SECTION 3**  
**FORMS TO BE USED**

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**SCHEDULE 1**

**TENDER REFERENCE NO.: KK/65/2026/TUT (TC)**

**INVITATION TO TENDER FOR THE SUPPLY AND DELIVERY OF MEDICAL GASES TO  
PMMPMHAMB HOSPITAL TUTONG DISTRICT FOR A PERIOD OF THREE (3) YEARS**

**TENDER FORM**

**TENDER OF (name of tender):** .....

**Company/Business Registration No:** .....

**Tender Closing Date:** .....

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount(\$)</b>
1	Medical liquid oxygen min 99.5%	m <sup>3</sup>	4500	
2	Medical Oxygen 240 cubic feet valve type, BSP 5/8" bull nose or equivalent	cylinder	10	
3	Medical Oxygen ,120 cubic ft	cylinder	10	
4	Medical Oxygen, 48 cubic ft valve type, Bull nose.	cylinder	10	
5	Medical Oxygen, 24 cubic ft valve type, pin index	cylinder	20	
6	Medical Oxygen, 18 cubic ft valve type, pin index	cylinder	15	
7	Carbon dioxide,70 lbs valve type 0.860" 14 IPI, male thread.	cylinder	1	
8	Carbon dioxide,50 lbs	cylinder	1	
9	Carbon dioxide,20 lbs	cylinder	1	
10	Carbon dioxide,21 lbs , valve type pin index	cylinder	1	
11	Carbon dioxide,5 lbs , valve type pin index	cylinder	1	
12	Compressed air, 48 cubic feet, valve type,BSP 5/8" right hand, bull nose	cylinder	1	
13	Compressed air, 120 cubic feet, valve type,BSP 5/8" right hand, bull nose	cylinder	1	
14	Compressed air, 240 cubic feet, valve type,BSP 5/8" right hand, bull nose	cylinder	1	
15	Medical copressed air 0.5 litres	cylinder	1	
16	Medical Compressed air 0.7 litres.	cylinder	2	

Item No.	Description	Unit	Quantity	Amount(\$)
17	Entonox 600 litres, valve type pin index	cylinder	1	
18	Entonox 2000 litres, valve type pin index	cylinder	1	
19	Nitrogen 120 cubic feet, valve type bull nose	cylinder	1	
20	Nitrogen 240 cubic feet, valve type bull nose	cylinder	1	
21	Nitrous oxide,3740 gallon, valve type chrome valve male thread, hand on / off	cylinder	1	
22	Nitrous oxide,(N2O)200 gallon, valve type pin index	cylinder	1	
23	Nitrous oxide 3.4 kg	cylinder	1	
24	Nitrogen 50 litre	cylinder	4	
25	LPG gas 96kg	cylinder	1	
26	Liquid nitrogen 5 litres.	cylinder	1	
27	Liquid nitrogen 10 litres.	cylinder	10	
28	Oxygen regulator for pin index (any oxygen cylinder size)	no	1	
29	Oxygen regulator with click type flowmeter bull nose type (any oxygen cylinder size)	no	1	
30	Oxygen flow meter with humidifier (any oxygen cylinder size)	no	1	
31	Hydraulic testing and issue test certificate of hospital cylinders.	cylinder	1	
32	Painting and labeling per cylinder	cylinder	1	
33	Replacing pin index type medical gas valve.	cylinder	1	
34	Replacing bull nose type medical gas valve.	cylinder	1	
35	Oxygen aluminium cylinder stainless steel trolley ( any oxygen cylinder size)	no	1	
36	Oxygen aluminium cylinder stainless carrying bag ( any oxygen cylinder size)	no	1	
37	Suction bottol c/w other accessories (JAPAN standard or approved equivalent)	no	1	
38	Aluminium cylinder set 18 cubic feet	cylinder	1	

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount(\$)</b>
39	Aluminium cylinder set 24 cubic feet	cylinder	1	
40	Aluminium cylinder set 48 cubic feet	cylinder	1	
41	Aluminium cylinder set 120 cubic feet	cylinder	1	
42	Aluminium cylinder set 240 cubic feet	cylinder	1	
<b>PRICE PER MONTH</b>				
<b>PRICE FOR ONE (1) YEAR: PRICE PER MONTH X 12</b>				
<b>TOTAL PRICE FOR THREE (3) YEARS</b>				

**SUMMARY OF TENDER**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE/ CYLINDERS OR LITRE</b>	<b>DELIVER TIME</b>
1	Medical liquid oxygen min 99.5%		
2	Medical Oxygen 240 cubic feet valve type, BSP 5/8" bull nose or equivalent		
3	Medical Oxygen ,120 cubic ft		
4	Medical Oxygen, 48 cubic ft valve type, Bull nose.		
5	Medical Oxygen, 24 cubic ft valve type, pin index		
6	Medical Oxygen, 18 cubic ft valve type, pin index		
7	Carbon dioxide,70 lbs valve type 0.860" 14 IPI, male thread.		
8	Carbon dioxide,50 lbs		
9	Carbon dioxide,20 lbs		
10	Carbon dioxide,21 lbs , valve type pin index		
11	Carbon dioxide,5 lbs , valve type pin index		
12	Compressed air, 48 cubic feet, valve type,BSP 5/8" right hand, bull nose		
13	Compressed air, 120 cubic feet, valve type,BSP 5/8" right hand, bull nose		
14	Compressed air, 240 cubic feet, valve type,BSP 5/8" right hand, bull nose		
15	Medical copressed air 0.5 litres		
16	Medical Compressed air 0.7 litres.		
17	Entonox 600 litres, valve type pin index		
18	Entonox 2000 litres, valve type pin index		
19	Nitrogen 120 cubic feet, valve type bull nose		
20	Nitrogen 240 cubic feet, valve type bull nose		
21	Nitrous oxide,3740 gallon, valve type chrome valve male thread, hand on / off		
22	Nitrous oxide,(N2O)200 gallon, valve type pin index		

ITEM NO.	DESCRIPTION	PRICE/ CYLINDERS OR LITRE	DELIVER TIME
23	Nitrous oxide 3.4 kg		
24	Nitrogen 50 litre		
25	LPG gas 96kg		
26	Liquid nitrogen 5 litres.		
27	Liquid nitrogen 10 litres.		
28	Oxygen regulator for pin index (any oxygen cylinder size)		
29	Oxygen regulator with click type flowmeter bull nose type (any oxygen cylinder size)		
30	Oxygen flow meter with humidifier (any oxygen cylinder size)		
31	Hydraulic testing and issue test certificate of hospital cylinders.		
32	Painting and labeling per cylinder		
33	Replacing pin index type medical gas valve.		
34	Replacing bull nose type medical gas valve.		
35	Oxygen aluminium cylinder stainless steel trolley ( any oxygen cylinder size)		
36	Oxygen aluminium cylinder stainless carrying bag ( any oxygen cylinder size)		
37	Suction bottol c/w other accessories (JAPAN standard or approved equivalent)		
38	Aluminium cylinder set 18 cubic feet		
39	Aluminium cylinder set 24 cubic feet		
40	Aluminium cylinder set 48 cubic feet		
41	Aluminium cylinder set 120 cubic feet		
42	Aluminium cylinder set 240 cubic feet		

**APPENDIX A**

<b>ITEM NO.</b>	<b>CYLINDERS SIZES</b>	<b>QUANTITY</b>
1	240 C.F. BULL NOSE	30 PIECES
2	48 C.F. BULL NOSE	50 PIECES
3	24 C.F. BULL NOSE	10 PIECES
4	24 C.F. PIN INDEX	20 PIECES
5	18 C.F. PIN INDEX	10 PIECES

1. We offer and undertake on your acceptance of our tender to supply and deliver the above mentioned goods 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 change any of the provision 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 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.
5. Our offer is valid for **twelve (12)** calendar months from the tender closing date.
6. When requested by you, we shall extend the validity of this offer.
7. We further undertake to give you any further information which you may require.

Signature & Date \_\_\_\_\_

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_  
( Position in the company )

\_\_\_\_\_  
( Tender official stamp )

On Behalf of \_\_\_\_\_  
( name of company )

Address \_\_\_\_\_

Telephone & Fax \_\_\_\_\_

MOD Registration No \_\_\_\_\_  
( Copy of MOD registration certificate to be attached)

Class / Category \_\_\_\_\_

Tender Deposit No \_\_\_\_\_

## **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:
    - Medical gas piping works
    - Supplier of medical gas equipment
    - Supplier of medical gases
  - d. Minimum manpower proposal for the project which will be full time on site
  - e. Other information which is considered relevant.

**SCHEDULE 3**

**SUB-CONTRACTORS**

- 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

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

## SCHEDULE 5

### REFERENCES

- 5.1 Tenderers shall submit a list of customers in Table 4.1 to whom the Contractor has provided similar services and items as specified in this tender in the recent 5 years as of the Tender Closing Date.

Table 5.1 - References of previous customers

Customer Name & Address	Customer Type (Gov't or Quasi-Gov't)	Contact Person	Title	Contact Number Fax Number & Email 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***

**SCHEDULE 7**  
**COMPLIANCE FORM**

<b>SECTION</b>	<b>DESCRIPTIONS</b>	<b>YES</b>	<b>NO</b>
1.	Instruction To Tenderers	<input type="checkbox"/>	<input type="checkbox"/>
2.	Specification & Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
3.	Forms to be used	<input type="checkbox"/>	<input type="checkbox"/>
4.	Articles of Agreement & Conditions of Contract	<input type="checkbox"/>	<input type="checkbox"/>

**SITE VISIT FORM**

**ESTATE MAINTENANCE SECTION  
PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH  
HOSPITAL, TUTONG MINISTRY OF HEALTH**

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Project Title : SUPPLY, FABRICATE AND INSTALL TWO SOUNDPROOF ROOM FOR NEW AUDIOLOGY ROOM, PMMPMHAMB HOSPITAL TUTONG

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Tender / Quotation No : KK/65/2026/TUT(TC)

---

Company : \_\_\_\_\_

Date of Visit : \_\_\_\_\_

I hereby on behalf of my Company has visited the site, i.e. location of work on the date stated above and understand the work requirement(s) and all cost incurred throughout the works as per Specification stated in this Tender / Quotation.

I (our Company) also agree not to claim additional charges to Ministry of Health should accident(s) or damage(s) occur during the Contract Period.

\_\_\_\_\_  
Name and Signature

Date : \_\_\_\_\_

Company Stamp

---

**FOR OFFICAL USE ONLY**

\_\_\_\_\_  
Name and Signature

Date : \_\_\_\_\_

Department Stamp

**Note:**

- The Tenderer shall satisfy himself as to the nature of the site/ground condition and location.
- This form is to be attached and submitted together with the Tender/Quotation documents.



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**SCHEDULE A: SPECIFICATIONS AND UNIT PRICE OF THE GOODS**

**SCHEDULE B: PERFORMANCE BOND**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**BETWEEN**

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

**AND**

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

**WHEREAS** this Agreement is a framework agreement setting out the terms on which the Supplier will supply and deliver to the Government the Goods described hereunder as agreed from time to time by the parties.

**NOW IT IS AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:
- 1.1.1 "Delivery Date" means the delivery date specified in a Purchase Order, which date shall in all cases be a date within the delivery period specified in **Schedule A**;
  - 1.1.2 "Effective Date" means the date on which this Agreement is signed by the parties;
  - 1.1.3 "End User" means the government hospital where the Goods are intended and delivered, as specified in a Purchase Order;
  - 1.1.3 "Goods" means the gases specified in **Schedule A**, and where the context requires, includes the gas cylinders containing the gases;
  - 1.1.4 "MOH" means the Ministry of Health;
  - 1.1.5 "Purchase Order" means the Government purchase order for the Goods issued by MOH pursuant to this Agreement;
  - 1.1.6 "Site" means the place where the Goods are to be delivered, as specified in a Purchase Order;
  - 1.1.7 "Specifications" means the specifications of the Goods, as set out in **Schedule A**;
  - 1.1.8 "Special Conditions" means those conditions specified by the Government in relation to any supply of Goods that are additional to the terms of this Agreement. Each Special Conditions document shall be annexed to the relevant Purchase Order and shall refer expressly to 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**

- 2.1 This Agreement shall commence on the Effective Date and shall subject to **Clause 17** continue for a period of three (3) years.

## **3. BASIS OF SUPPLY**

- 3.1 This Agreement together with any accepted Purchase Order will form the Agreement between the Government and the Supplier in connection with the Goods.
- 3.2 No legal or equitable obligation in relation to the Goods shall arise between the parties unless a Purchase Order is issued by the Government in accordance with this Agreement.
- 3.3 Each Purchase Order placed pursuant to this Agreement by the Government shall constitute a discrete Agreement between the parties, the terms of which shall include the terms and conditions of this Agreement and any terms and conditions set out in the Purchase Order and the Special Conditions.
- 3.4 The Government may place any number of Purchase Orders.

## **4. SUPPLY AND DELIVERY OF GOODS**

- 4.1 The Supplier shall supply and deliver the Goods specified in the Purchase Order at the Site and on the Delivery Date upon receiving the Purchase Order from the Government. Time of delivery is of the essence in this Agreement.
- 4.2 If the Supplier fails to deliver the Goods by the Delivery Date, the Government shall have the right to obtain the Goods from other sources and any costs incurred by the Government in obtaining the Goods from alternative sources including any increase in the cost of the Goods shall be borne by the Supplier.
- 4.3 The following information shall be supplied with each consignment of the Goods delivered to the Site:
  - 4.3.1 Batch number(s) of the Goods contained in the consignment;

- 4.3.2 Quantity per batch;
- 4.3.3 Expiry date of each batch.
- 4.4 The Government reserves the right to reject the Goods and any part thereof if the Goods do not conform to the Specifications.
- 4.5 The Goods or any parts thereof rejected pursuant to **Clause 4.4** shall not be considered as having been delivered under the terms of this Agreement and the Supplier shall be responsible to remove the rejected Goods at its own expense within 15 (fifteen) days from the date of notification of rejection.
- 4.6 The Supplier in the instances mentioned in **Clauses 4.4 and 4.5** shall be held responsible at its own expense to deliver satisfactory Goods in place of those rejected. Alternatively, the Government reserves the right to obtain the Goods from an alternative source, and claim from the Supplier all additional costs incurred.

## 5. PRICE AND PAYMENT

- 5.1 The price of the Goods payable by the Government for each Purchase Order shall be as stated in the Purchase Order. All prices shall be calculated based on the price list in **Schedule A**. The price of the Goods as set out in **Schedule A** shall remain firm and fixed for the duration of this Agreement.
- 5.3 Payment for each Purchase Order will be made by the Government within forty-five (45) days of the date of receipt by the Government of the following documents from the Supplier:
  - 5.3.1 the Supplier's original invoice;
  - 5.3.2 the Purchase Order; and
  - 5.3.3 the Delivery Order of the Goods,

PROVIDED ALWAYS that such payment shall not affect the Government's right to reject the Goods nor the Supplier's responsibility to replace Goods which do not conform to the Specifications.
- 5.4 All documents must be duly verified and certified by MOH prior to their submission to the Government.

## 6. QUALITY

- 6.1 All Goods supplied pursuant to this Agreement shall conform in all respects to the Specifications and Special Conditions (if any) and shall be of merchantable quality and fit for their purpose. The Supplier hereby acknowledges that it knows the purposes the Goods are intended for.
- 6.2 The Government shall be entitled to conduct random testing of the Goods.

## 7. RESPONSIBILITY

- 7.1 The Supplier and the manufacturer (if the Supplier itself is not the manufacturer of the Goods) shall be jointly responsible and are deemed to warrant the safety, efficacy and quality of the Goods supplied. The Supplier and the manufacturer shall ensure

that the Goods are manufactured in accordance with the World Health Organization (WHO) and, where applicable, are in compliance with the Guidelines issued by MOH.

- 7.2 Where the Supplier is not the manufacturer of the Goods, the Supplier shall obtain the manufacturer's written agreement to the obligations of this **Clause 7** and furnish it to the Government.

## **8. LABELLING AND SHELF LIFE**

- 8.1 All gas cylinders containing the Goods shall be labeled in English and, where applicable, in Malay. Labels on the Goods shall contain all such information as may be required by MOH.
- 8.2 Unless otherwise agreed to in writing by the Government, the Goods upon delivery at the Site must have an unexpired shelf life of at least two (2) years.

## **9. WITHDRAWAL**

- 9.1 During the period of this Agreement, if any of the Goods supplied under this Agreement are found to be hazardous to health or are withdrawn from the market by the MOH, the World Health Organisation or any other international health authorities, the Government may cancel orders for the Goods from the Agreement without any compensation to the Supplier and without prejudice to its other rights.
- 9.2 In addition, the Government shall be entitled at its sole discretion:
- 9.12.1 to obtain replacements of the withdrawn Goods from any alternative source and deduct any additional costs so incurred from any monies due to the Supplier under this Agreement; or
- 9.12.2 require the Supplier to give the Government a credit note equivalent to the value of the withdrawn Goods.

## **10. PACKING AND STORAGE**

- 10.1 The Supplier shall without any additional cost to the Government ensure that the Goods are adequately packed so as to ensure that they reach their destination intact and undamaged. Any other requirements on packing explicitly specified in this Agreement (and the Special Conditions) shall be complied with and such labour and materials costs incurred thereby shall be borne by the Supplier. The Supplier shall replace the Goods if they are found on reaching their destination to have been damaged due to inadequate packing.
- 10.2 Where the Goods are heat sensitive the Supplier shall ensure that the cool chain of the Goods is maintained at all times.
- 10.3 The Supplier shall store the Goods prior to their delivery to the Site in accordance with the manufacturer's instructions and/or best industry practice.

## **11. LIQUID OXYGEN TANK**

- 11.1 Where the Supplier is required to supply Liquid Oxygen, the Supplier shall, at no additional charge to the Government:
- 11.1 carry out daily inspection and servicing of the Plant at PMMPMHAMB Hospital and National Isolation Centre Extension

- 11.2 Carry out monthly inspection and servicing of the Plant.
- 11.3 attend and repair any breakdown of the Plant;
- 11.4 respond to any notification of breakdown issued by the S.O, in all cases within thirty (30) minutes of such notification;
- 11.5 provide sufficient numbers of Oxygen gas cylinders to all wards during any Plant breakdown;
- 11.6 maintain sufficient stock of spare parts which are commonly used for the control panel and piping of Liquid Oxygen tank to avoid delay during breakdown;
- 11.7 provide certification of Purity of Liquid Oxygen on every refilling using Supplier's own equipment and witnessed by the S.O or his representative;

## 12. INSPECTION OF AND SPARE PARTS FOR GAS CYLINDERS

- 12.1 The Supplier shall carry out regular inspection and checks on all gas cylinders and submit a monthly report on the condition of all gas cylinders to the S.O.
- 12.2 The Supplier shall maintain sufficient spare parts for all gas cylinders such as pin-index or bull-nose type valve and regulators.

## 13. [Not Used]

## 14. PERFORMANCE BOND

- 14.1 As security for the due performance of the Supplier's obligations under this Agreement, the Supplier shall within ten (10) working days from the date of signing of this Agreement furnish or deposit with the Government a Performance Bond in favour of the Government for the sum of \_\_\_\_\_. The Performance Bond shall be issued by a reputable bank in Brunei Darussalam acceptable to the Government and shall be in the form provided in **Schedule B**.
- 14.2 The proceeds of the Performance Bond shall be payable to or may be taken by the Government in deduction of any sum(s) that are or may become payable by the Supplier to the Government or for which the Supplier is or may become liable to the Government under this Agreement or as compensation for the Supplier's breach of any term of this Agreement or failure to complete or fulfil any of its obligations under this Agreement.
- 14.3 The Government's rights under **Clause 14.2** shall be without prejudice and in addition to the Government's right to claim further damages (including damages for consequential loss) without limitation and/or equitable remedies against the Supplier for any breach or failure by the Supplier as aforesaid.
- 14.4 The Performance Bond shall be maintained by the Supplier at its full amount with effect from the date of signing of this Agreement and shall have full force and effect until six (6) months after the expiry of this Agreement. Upon the expiry of the Performance Bond, the Government shall return the Performance Bond to the Supplier for cancellation.

- 14.5 If at any time during the term of this Agreement, any sum(s) shall be taken or deducted by the Government from the Performance Bond, the Supplier shall immediately arrange to replace or restore the Performance Bond to its full amount.
- 14.6 If the Supplier fails to furnish the Performance Bond to the Government within the time stipulated in **Clause 14.1**, the Government shall be entitled by notice in writing to the Supplier to forthwith terminate this Agreement.

## 15. DELAY AND LIQUIDATED DAMAGES

- 15.1 Unless **Clause 19** applies, if the Supplier fails or is unable to deliver the Goods or any parts thereof on the Delivery Date, the Government shall be entitled, without prejudice to and in addition to any of its rights and remedies under this Agreement (including the right to call on the Performance Bond pursuant to **Clause 14**), to claim from the Supplier by way of liquidated damages for each day of such delay, a sum equal to one percent (1%) of the price of the delayed Goods as stated in the relevant Purchase Order ("the Purchase Order Price") in respect of the delayed delivery up to a maximum of ten percent (10%) of such Purchase Order Price.

## 16. CONFIDENTIALITY

- 16.1. The Supplier agrees and undertakes to keep confidential all information, whether written or verbal, relating to this Agreement or concerning the business affairs of the Government that it may obtain or receive as a result of or in the course of the discussions leading up to the execution of this Agreement and/or the performance of its obligations under this Agreement, save insofar as such information is already in the public domain.
- 16.2. The Supplier 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 Supplier to perform its obligations under this Agreement, or if required by any applicable laws or regulations.
- 16.3. The Supplier further agrees and undertakes to take all such steps as are necessary to ensure that all of 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.
- 16.4 For the avoidance of doubt, the provisions of this **Clause 16** shall survive the termination or expiration of this Agreement.

## 17. TERMINATION

- 17.1 Notwithstanding anything else contained in this Agreement, this Agreement and/or any Purchase Order may be terminated at any time:
- 17.1.1 by either party forthwith on giving written notice to the other if the other commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed to have remedied such breach, within thirty (30) days of receiving a written notice requiring it to do so; or
- 17.1.2 by the Government where the Supplier being an individual, or where the Supplier is a firm any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any compositions or arrangement with or for the benefit of his creditors; or

- 17.1.3 by the Government if the Supplier being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances arise which entitle the Court or creditor to appoint a receiver or manager or which entitle the Court to make a winding up order; or
- 17.1.4 pursuant to **Clause 14**, **Clause 19** or **Clause 22** in the circumstances mentioned therein;
- 17.2 Termination of this Agreement shall not prejudice any other rights or remedies of the injured party and shall be without liability for any loss or damage suffered by the party in default.

## **18. INDEMNITY**

- 18.1 The Supplier shall 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; or by defects in any Goods supplied pursuant to this Agreement.

## **19. FORCE MAJEURE**

- 19.1 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:
  - 19.1 acts of God;
  - 19.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
  - 19.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.
- 19.2 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.
- 19.3 Either party may, if such delay continues for more than three (3) weeks, terminate this Agreement forthwith on giving notice in writing to the other.
- 19.4 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.
- 19.5 For avoidance of doubt, a Force Majeure event does not include the following:
  - 19.5.1 the manufacturer of the Goods has ceased production or manufacture of the Goods;

19.5.2 the prices of the Goods as imposed by the Supplier's principal (including the manufacturer and/or the Supplier's supplier) has increased.

## 20. ROYALTIES AND FEES

20.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent rights, copyrights and trademarks used on or in respect of the Goods or any part thereof, shall be deemed to be already included in the price of the Goods as stated in **Schedule A**.

## 21. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

21.1 The Supplier shall 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 that the normal use or possession of the Goods infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party, subject to the following conditions.

21.2.1 the Government shall promptly notify the Supplier in writing of any allegations of infringement of which it has notice and will not make any admission without the Supplier's prior written consent nor take any step which would prejudice the Supplier's defence of the claim;

21.2.2 the Government, at the Supplier's request and expense, shall allow the Supplier (subject to **Clause 21.2.3** below) to conduct and/or settle all negotiations and litigation resulting from such claim;

21.2.3 the conduct by the Supplier of any such negotiations or litigation shall be conditional upon the Supplier:

21.2.3.1 giving to the Government such reasonable security as shall from time to time be required by the Government to cover the amount ascertained or agreed or estimated, as the case may be, of any compensation, damages, expenses and costs for which the Government may be liable; and

21.2.3.2 taking over such conduct within a reasonable time after being notified of the claim in question;

21.2.4 the Government shall, at the request of the Supplier, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by the Supplier for any reasonable out of pocket expenses incurred in so doing.

21.3 If the Government's normal use or possession of the Goods is held by a court of competent jurisdiction to constitute an infringement of a third party's intellectual property rights or if the Supplier is advised by legal counsel that such use or possession is likely to constitute such an infringement then the Supplier shall promptly and at its own expense:

21.3.1 procure for the Government the right to continue using and possessing the Goods; or

21.3.2 modify or replace the Goods (without detracting from its overall performance) so as to avoid the infringement (in which event the Supplier shall compensate the Government for the amount of any direct loss and/or damage sustained

or incurred by the Government by reason of such modification or replacement); or

21.3.3 if the provisions in **Clauses 21.3.1 and 21.3.2** above cannot be accomplished on reasonable terms, remove the Goods from the Site and refund to the Government all monies paid by the Government pursuant to this Agreement in respect of the Goods.

## **22. GIFTS**

22.1 The Government shall be entitled to terminate this Agreement and recover from the Supplier the amount of any loss resulting from such termination, if the Supplier 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 Supplier or acting on Its behalf (with or without the knowledge of the Supplier), or if, in relation to this Agreement or any other agreement with the Government, the Supplier or any person employed by the Supplier or acting on its behalf shall have committed or abetted in the commission of 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).

## **23. TAXES AND DUTIES**

23.1 The Supplier shall be entirely liable and responsible for all taxes, duties and/or other levies imposed or payable in respect of the Goods whether imposed or payable within or outside Brunei Darussalam. The price of the Goods as stated in **Schedule A** is deemed to be inclusive of all such taxes and duties.

## **24. SUPPLIER'S CONTACT PERSON**

24.1 The Supplier shall appoint a senior member of its staff as the principal contact person between the Supplier and the Government for the purposes of this Agreement.

## **25. RESOLUTION OF DISPUTE**

25.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them pursuant to or in connection with this Agreement.

25.2 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 Order 2009**.

25.3 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.

25.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.

- 25.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.
- 25.6 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.
- 25.7 The application of Part II of the **International Arbitration Order, 2009** and the Model Law referred thereto, to this Agreement is hereby excluded.

## **26. NOTICES**

- 26.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by registered post to the relevant party at its address or sent by facsimile at a number set out below (or such address or facsimile number as the addressee has by three (3) days prior written notice specified to the other party):

To the Government:

To the Supplier:

- 26.2 Any notice, demand or other communications given which is delivered by hand during the normal business hours of the addressee to the addressee's address shall be deemed to have been received by the addressee at the time of delivery.
- 26.3 Any notice, demand or other communication sent by fax during the normal business hours of the addressee shall be deemed to have been received on the date of successful transmission.
- 26.4 Any notice, demand or other communication given which is sent by a registered post during the normal business hours of the addressee to the addressee's address shall be deemed to have been received by the addressee on the seventh (7th) working day after posting.

## **27. ENTIRE AGREEMENT**

- 27.1 This Agreement (together with its Schedules) supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

## **28. AMENDMENTS AND VARIATIONS**

- 28.1 No amendment or variation to this Agreement shall be binding upon the parties unless made in writing and signed by both parties or their duly authorised representatives.

## **29. ASSIGNMENT AND SUB-CONTRACT**

- 29.1 The Supplier shall not, without the written consent of the Government, sub-contract, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right of the Supplier to assign, either absolutely or by

way of charge, any monies due or to become due to him, or which may become payable to him under the Agreement. The Supplier shall be responsible for the acts, defaults, neglects or omissions of any assignee or sub-contractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the Supplier, its agents, servants or workmen.

**30. WAIVER**

30.1 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**31. SEVERABILITY**

31.1 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

**32. GOVERNING LAW**

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 on 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)  
(Position)

**In the presence of:**

.....  
(Name)  
(Position)

**For and on behalf of:**

[ \_\_\_\_\_ ]

.....  
(Name, i.c. no)  
(Director)

**In the presence of:**

.....  
(Name, i.c. no)  
(Position)

**SCHEDULE A**

**SPECIFICATIONS AND PRICE OF THE GASES**

<b>NO.</b>	<b>ITEM</b>	<b>SPECIFICATIONS</b>	<b>BUFFER STOCK</b>	<b>UNIT PRICE</b>	<b>DELIVERY PERIOD</b>
1	Medical liquid oxygen min 99.5%	Min. 99.5%	-		
2	Medical Oxygen valve type, BSP 5/8" bull nose or equivalent	240 ft <sup>3</sup>	-		
3	Medical Oxygen	120 ft <sup>3</sup>	-		
4	Medical Oxygen, valve type, Bull nose.	48 ft <sup>3</sup>	-		
5	Medical Oxygen, valve type, pin index	24 ft <sup>3</sup>	-		
6	Medical Oxygen, valve type, pin index	18 ft <sup>3</sup>	-		
7	Carbon dioxide, valve type 0.860" 14 IPI, male thread.	70lbs	-		
8	Carbon dioxide	50 lbs	-		
9	Carbon dioxide,	20 lbs	-		
10	Carbon dioxide, , valve type pin index	21 lbs	-		
11	Carbon dioxide, , valve type pin index	5 lbs	-		
12	Compressed air, , valve type,BSP 5/8" right hand, bull nose	48 ft <sup>3</sup>	-		
13	Compressed air, valve type,BSP 5/8" right hand, bull nose	120 ft <sup>3</sup>	-		
14	Compressed air, valve type,BSP 5/8" right hand, bull nose	240 ft <sup>3</sup>	-		
15	Medical compressed air	0.5 litres	-		
16	Medical Compressed air	0.7 litres.	-		
17	Entonox, valve type pin index	600 litres	-		
18	Entonox, valve type pin index	2000 litres	-		
19	Nitrogen, valve type bull nose	120 ft <sup>3</sup>	-		
20	Nitrogen, valve type bull nose	240 ft <sup>3</sup>	-		
21	Nitrous oxide	3740 gallon, valve type chrome valve male thread, hand on / off	-		
22	Nitrous oxide (N <sub>2</sub> O), valve type pin index	200 gallon	-		
23	Nitrous oxide	3.4 kg	-		

NO.	ITEM	SPECIFICATIONS	BUFFER STOCK	UNIT PRICE	DELIVERY PERIOD
24	Nitrogen	50 litre	-		
25	LPG gas	96kg	-		
26	Liquid nitrogen	5 litres	-		
27	Liquid nitrogen	10 litres	-		
28	Oxygen regulator for pin index (any oxygen cylinder size)	-	-		
29	Oxygen regulator with click type flowmeter bull nose type (any oxygen cylinder size)	-	-		
30	Oxygen flow meter with humidifier (any oxygen cylinder size)	-	-		
31	Hydraulic testing and issue test certificate of hospital cylinders.	-	-		
32	Painting and labeling per cylinder	-	-		
33	Replacing pin index type medical gas valve.	-	-		
34	Replacing bull nose type medical gas valve.	-	-		
35	Oxygen aluminium cylinder stainless steel trolley (any oxygen cylinder size)	-	-		
36	Oxygen aluminium cylinder stainless carrying bag (any oxygen cylinder size)	-	-		
37	Suction bottol c/w other accessories (JAPAN standard or approved equivalent)	-	-		
38	Aluminium cylinder set	18 ft3	-		
39	Aluminium cylinder set	24 ft3	-		
40	Aluminium cylinder set	48 ft3	-		
41	Aluminium cylinder set	120 ft3	-		
42	Aluminium cylinder set	240 ft3	-		

## SCHEDULE B

### BANK GUARANTEE FOR PERFORMANCE BOND

To: [.....]

1. WHEREAS [*name of Supplier*] of ..... (“the Supplier”) has entered into an agreement with the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam, represented by the Ministry of Health (“the Government”) dated ..... for .....(Agreement Ref. \_\_\_\_\_) (“the Agreement”) and in this connection a performance bond is required in the sum of [*state amount*] as security for the fulfillment by the Supplier of its obligations under the Agreement.

2. NOW we [*name of the bank*] of [*registered address of the bank*], hereby guarantee payment to the Government on demand of up to [*state amount*] (“the Guaranteed Sum”) in the event of the failing to fulfil the Agreement, provided that the Government’s claim hereunder is received in writing at this office accompanied by a signed statement that the Supplier has failed to fulfil the Agreement, without the Government needing to prove or show any ground(s) or reason(s) for its demand.

3. Such statement shall be accepted by us as conclusive evidence that the amount claimed is due to the Government under this Guarantee.

4. We shall not be discharged or released from this Guarantee by any arrangement between the Government and the Supplier with or without our consent or by any alteration in the obligations undertaken by the Supplier or by any forbearance whether as to payment, time, performance or otherwise.

5. This Guarantee shall become operative on the date of signing of the Agreement by the Government and the Supplier and shall expire six (6) months after the expiry of the Agreement (as defined and specified in the Agreement).

6. The Government may make more than one claim on this Guarantee so long as the claims are made in accordance with clause 2 hereof and the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

[*signature of authorized signatory*]  
For and behalf of [*name of the bank*].