

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

TENDER DOCUMENT

FOR

**INVITATION TO TENDER FOR DOMESTIC WASTE
COLLECTION AND DISPOSAL SERVICE FOR RIMBA
DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE,
DEPARTMENT OF RENAL SERVICES FOR A PERIOD
OF ONE (1) YEAR**

SECTION 1
INSTRUCTION TO TENDERERS

INVITATION TO TENDER

TENDER REFERENCE NO: _____

INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE, DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR

ALL COMMUNICATION IN THESE DOCUMENTS IS NOT TO BE COMMUNICATED EITHER DIRECTLY OR INDIRECTLY, TO THE PRESS OR TO ANY PERSON NOT AUTHORISED TO RECEIVE IT.

YOUR ATTENTION IS DRAWN TO THE OFFICIAL SECRETS ACT (CHAPTER 153 OF THE LAWS OF BRUNEI) WHICH RELATES TO THE SAFEGUARDING OF OFFICIAL INFORMATION.

Date of Issuance of Invitation:and.....advertisement in the Pelita Brunei Advertisement in website at www.moh.gov.bn

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM, represented by the Ministry of Health Invites Tenders for INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE, DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR

This Invitation to Tenders comprises of the following:

Section 1:	Instructions to Tenderers
Section 2:	Specifications
Section 3:	Forms to be used
Section 4:	Contract

1. Interested Suppliers may obtain the Invitation to Tender upon payment of a non-refundable Tender Document Fee of **B\$ 30.00** payable to "The Government of Brunei". Payment is to be made at *Account Section, Ground Floor, Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam.*

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form with together with the Tender Document.

2. All tenders must be submitted in two (2) copies to **THE TENDER BOX** and addressed to *The Chairman, Mini Tender Board, Ministry of Health, Jalan Menteri Besar,*

Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam, not later than 2.00p.m on (state date).

**SECTION 1
INSTRUCTIONS TO TENDERERS**

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SECTION 1
INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

The purpose of this Invitation to Tender is to invite Tenderers for **INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE, DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR**

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 Tenderers 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 Di-Pertuan 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 layouts 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 which are licensed to operate domestic waste collection and disposal services are eligible to participate in this Invitation to Tender. A photocopy of the license must be submitted with the 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 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 purpose of responding to this Invitation to Tender, and shall not be duplicated or used by the Tenderers 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 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 must comprise of the following:

6.1.1. The **Tender Form** provided in **Section 3** in this Invitation to Tender duly completed in accordance with the requirements stipulated therein;

6.1.2. Documentary evidence required under **Clause 27** below; and comply with the following requirements:

- 6.1.2.1. the Tender must be in English;
- 6.1.2.2. each page must be numbered consecutively;
- 6.1.2.3. wherever possible, the Tender submitted should not exceed A4 paper size; and
- 6.1.2.4. the Tender must be bound in a form which does not facilitate replacement of pages (i.e., loose leaf binding is not acceptable).

6.1.3. The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.

6.1.4. 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 and DUPLICATE ONE. Respectively. All Tenders must be addressed to:

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

6.1.5 The envelope containing the Tender:

6.1.5.1 shall **not** bear the name or address of the Tenderer, and

6.1.5.2 shall have on its **top left-hand**:

6.1.5.2.1 the Tender number;

6.1.5.2.2 and the words

“DO NOT OPEN BEFORE 2.00 p.m., on2026; and

6.1.5.1.1 The closing date and time of the Tender.

6.1.5.2 shall bear the following description of the project, namely:

“INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE, DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR”

6.1.6 For the ORIGINAL:

6.1.6.1 All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer’s authorized representative.

6.1.6.2 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.

6.1.6.3 All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.

6.1.6.4 All pages must be numbered.

6.2 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.

6.3 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 **One (1) year** 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 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 Tenderer' 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 Tenderer. 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 Darussalam 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 one (1) year 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 quoted 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:

**Chief Executive Officer
Department of Renal Services**

**1st Floor, Rimba Dialysis Centre
Simpang 253-56, Jalan Tungku Link
Bandar Seri Begawan BB3119
Tel: +673 2457694**

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:

16.1.2.1 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 Tenderer for the purpose of this Invitation to Tender; and

16.1.2.2 made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies and the proper performance of the Tenderer's obligations under the Contract; and

16.1.2.3 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 Tender 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 use 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 TENDERS

- 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 require 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.
(Not applicable to this contract)

27. 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 A - Tender Form**, in the format set out in **Section 3** to these Instruction to Tenderers;

27.1.2 **Schedule B - 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 C - Sub-contractors**, as require under Clause 17 above;

27.1.4 **Schedule D - 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 E - References**, containing a list of organizations or government agencies to whom the Tenderer has supplied/is providing the services specified in this Invitation to Tender;

27.1.6 **Schedule F - Tenderer's 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 require by this Invitation to Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

Tender 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

Tender will be evaluated. Prices are considered in conjunction with conformance to the specifications 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 shortlisting 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 Tenderers.

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.

APPENDIX 1

ACKNOWLEDGMENT OF INVITATION TO TENDER

TENDER REFERENCE NO: _____

INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL
SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE,
DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR

I/We *(insert name)*

of *(address)*

(tel and fax numbers)

hereby acknowledge receipt of the Invitation to Tender ("ITT") for the above Services and also acknowledge and agree that all information in the ITT shall not be communicated, either directly or indirectly, to the press or to any person not authorized to receive it.

My/Our attention has been drawn to the Official Secrets Act (Chapter 153 of the Laws of Brunei) which relates to the safeguarding of official information.

Dated this _____ day of _____, 202__

_____ Tenderer's official stamp:

Signature of authorised officer of Tenderer

Name:

Designation:

FOR OFFICE USE

Amount paid : _____ Date of receipt: _____

Receipt No : _____ Officer : _____

**INVITATION TO TENDER FOR DOMESTIC WASTE
COLLECTION AND DISPOSAL SERVICE FOR RIMBA
DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE,
DEPARTMENT OF RENAL SERVICES
FOR A PERIOD OF ONE (1) YEAR**

**SECTION 2
SPECIFICATION**

SECTION 2
SPECIFICATION

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SCHEDULE - A
GOVERNMENT REQUIREMENTS

SCHEDULE A
GOVERNMENT REQUIREMENT

1. GENERAL

- 1.1. A qualified Company is sought to provide a safe, reliable, effective and efficient management of the **Domestic Waste Collection and Disposal Service** (hereinafter '**the Services**') for **Rimba Dialysis Centre & Kiarong Dialysis Centre** (Hereinafter "**the Centres**").
- 1.2. The duration of the provision of the Services is **ONE (1) YEAR**.
- 1.3. The Company shall observe the infection control guidelines/ SOPs/ precautions/ code of practice issued by the Ministry of Health (MOH).
- 1.4. The Company is expected to meet or exceed the quality standards required for each functional area.

2. SCOPE OF WORK

- 2.1. The Company shall provide the Services to the Centres as stated in **Clause 2.4.** for the period of one (1) year, including premises under its purview.
- 2.2. The Company shall employ only qualified personnel who are proficient in performing assigned tasks and proficient in Malay and English language.
- 2.3. Immediate steps shall be taken by the Company to provide temporary replacement/relief to make up the full strength of the personnel required to provide the Services to the satisfaction of the Centres.
- 2.4. The scope of waste collection and disposal services as below:

No	Type of waste	Material collected	Frequency
2.4.1	Domestic waste	Organic waste, soiled waste etc	Daily
2.4.2	Wood waste	Pallet or equivalent	By Request

- 2.5. The Company shall collect **daily** from the following premises: -

Management by Department of Renal Services 2457694 ext 142	
2.5.1	Rimba Dialysis Centre, Gadong: - - Waste disposal area (Area B)
2.5.2	Kiarong Dialysis Centre: - - Waste disposal area (Area B)

(Hereinafter collectively referred to as “the Collection Points” and individually as “the Collection Point”)

2.6. Collection Schedule

2.6.1. Collect the Waste daily from each site according to the **daily schedule** as stated below:

	Collection Point	No. Of Collections Per Day		Time	No. Of Days Per Week
		Domestic waste	Wood waste		
2.6.1.1	Rimba Dialysis Centre, Gadong	1	By request	5:00pm – 6:00pm	7 days a week
2.6.1.2	Kiarong Dialysis Centre				

2.7. Dumping Ground

2.7.1. **Collect** the waste from the **refuse Collection Points** and **transport** it to the **Municipal Dumping Ground** located at Sungai Paku for disposal or any designated approved government dumping ground within the state of Negara Brunei Darussalam.

2.8. Designated Route

2.8.1. **Use the designated route** as prescribed by the premises for waste collection from the stated Collection Points.

2.9. Vehicles

2.9.1. Collect and transport the Waste from the Collection Points using **vehicles specially designated for such purposes**. Such vehicles shall be thoroughly cleaned after each cycle of use when spillage has occurred.

2.9.2. Submit **the list of vehicles proposed** for use in the performance of this Agreement **within (10) days of signing the Agreement** to the Management of Renal Department Services stating: -

- i. the registration numbers
- ii. load carrying capacities by weight and volume

Any subsequent changes to the list **shall be notified to the Management of Renal Department Services**, in advance.

Substitute vehicles to be used in case of breakdown shall also be made known to the Ministry of Health in advance.

2.9.3. Ensure that drivers of all such vehicles and any assistants to such drivers are properly trained to carry out their duties in a safe and professional manner and be able to manage any possible emergency situation.

2.9.4. Provide such drivers and assistants with protective clothing appropriate for the tasks assigned to them.

2.10. Waste Receptacles

2.10.1. Supply and maintain waste receptacles at the Collection Points as follows:

2.10.1.1. Domestic waste:

2.10.1.1.1. Ten (10) unit bins with wheels roll-top lid – 1100 liters

Capacity	: 1100 liter
Specification	: plastic bins with four castors wheels roll - top lid
Dimension	: 1455h x 1373w x 1057d mm

(a) Kiarong Dialysis Centre	4 units
(b) Rimba Dialysis Centre	6 units

2.11. Cleaning of Waste Receptacles

2.11.1. Clean all waste receptacles, any excess refuse in and around the waste receptacles as follows: -

Type of Container	General Work - Area	Daily	Weekly
Bins with Wheels Roll-Top Lid - Rimba Dialysis Centre o Waste Disposal Storage Area B - Kiarong Dialysis Centre o Waste Disposal Storage Area B	On a Monthly Basis • Spray High Pressure Water Jet • Scrubbing • Sweeping • High Dusting	• Disinfected • Daily Sweeping • Spot Clean	• Clean Container every weekend

2.11.2. Leave all waste receptacles clean and tidy to the satisfaction of the officer-in-charge of each of the Collection Points.

2.11.3. Clean all waste spillage arising or occurring during collection or transportation immediately.

2.12. Notification

2.12.1. Ensure that any matters concerned the above services are to be **communicated directly** to the Management of Renal Department Services including pricing, claims/payment and collection schedule.

2.12.2. The Company shall **notify** the Management of Renal Services **within 24 hours of any disruption in the schedule of collection.**

2.12.3. The Company shall **inform** the Management of Renal Services **within 24 hours of finding any clinical waste or bio-hazardous waste** (normally contained in yellow plastic bags or containers labeled bio-hazardous) in any of the Collection Points.

2.13. Bins with wheels roll-top lid

2.13.1. Refuse truck should be used for all domestic waste collected at the collection point as stated in clause 2.5.

2.13.2. The Company must provide bins as stated in clause 2.10 and replacement of new bin to be made available immediately should the bin be broken or damaged.

2.14. **Domestic Waste**

2.14.1. During Collection of domestic waste two workers are required to manage the operation of collection and record every operation and location set out in **Schedule B**.

2.14.2. The operation staff should ensure every location at the collection points, the cleanliness of facilities after the collection of waste and record daily and periodic cleaning services in the format set out in **Appendix 1**.

2.14.3. The site is also responsible for maintaining general cleanliness of facilities at all times.

2.15. **Transportation**

2.15.1. Refuse compactor truck are required to collect domestic waste at the collection points.

2.16. **Cleaning Schedule**

2.16.1. Every location of disposal should be clean according to cleaning schedule specified in **Appendix 1**.

2.17. **Quality of Service**

2.17.1. Ensures that the Services provided under the Agreement are of high quality and conform to the Specifications outlined in **Section 2** of the Invitation to Tender.

2.17.2. Institute strict procedures for the prevention of cross-infection.

2.18. **Standard of Procedure (SOP)**

2.18.1. Hand Washing

- Hands washing can minimize micro-organisms on the hands when there is contact with blood, body fluids, secretions and excretions

- Personnel should wash their hands using soap and water:
 - After handling, collection and transporting domestic waste
 - Immediately after removing gloves

2.18.2. Use of Personal Protective Equipment (PPE)

- The use of PPE provides a physical barrier between the microorganism and the personnel/user
- PPE prevents the eyes, hands, clothing and shoes from contaminations of microorganism as well contact of blood or body fluid that may contain infectious agents
- PPE includes:
 - Thick gloves (rubber) – should be of sufficient thickness to minimize sharp injuries
 - Mask
 - Protective eye wear
 - Plastic apron – must be of single use and fluid repellent
 - Boots (rubber)

2.18.3. Collecting, Handling and Transporting

- All personnel should wear PPE when collecting and transporting domestic waste
- All personnel need to be aware they are at risk from sharps and other instruments
- Wheeled trolleys should not have any sharp edges that could damage waste bags during loading and unloading
- Trolleys should be covered during transport from the storage area to the municipal dumping area
- Trolleys should be cleaned and disinfected daily with appropriate disinfectant (chlorine releasing agent – Clorox 1:10)

2.18.4. Prevention from sharps injuries

- Personnel must use thick gloves (rubber) for the task of handling all domestic waste
- Personnel must use suitable tools e.g. tongs to pick up needles or visible sharp objects

2.18.5. Management of needle stick injury

- Immediately stop what you are doing and attend the injury
- Encourage bleeding by squeezing
- Do not suck
- Wash well under running water
- Dry and apply water proof dressing
- Inform supervisor
- Contact infection control nurse
- Fill in 'the notification incident form'
- Tetanus toxoid (to be given at A&E Department)
- Refer to Occupational Health Division

Note: if accident happens after office hours, attend the A & E Dept for management and see infection control nurse the following day.

2.18.6. Environmental Cleaning

- Cleaning shall be done daily with soap and water
- Pour prepared solution of Clorox 1:10 dilution (1 part of Clorox to 9 parts of water mixture) onto spill e.g., blood & body fluids and leave for 5 minutes.
- Wash hands with soap and water after removing glove

3. CONTRACT PRICE AND PAYMENT

- 3.1. The Government shall be entitled to **deduct** payment due if it does not meet the requirement to the specifications outlined in **Section 2**.
- 3.2. The Company shall submit the invoice of the previous month on the first week of each month, with attendance sheets of their employees and other relevant documents, verified by the **Operational Officer** of the Centres. All claims shall be addressed to the **Operational Officer** of the Centres.

**Operational Officer
 Rimba Dialysis Centre
 Simpang 253-56, Jalan Tungku Link
 Bandar Seri Begawan 3119
 Negara Brunei Darussalam
 Tel: 2457694 ext 142**

3.3. **Non-Conformance Report (NCR)** will be sent to the Company if the quality of work is proven to be unsatisfactory. The Centres are entitled to make deductions based on Joint Inspections and compliance, with regards to the amount payable to the Company. The deductions will be based on the following categories:

Average monthly performance	Payment Due	Payment Due	
		After 2 nd Warning	After 3 rd Warning
80% - 100 %	100 %	80 %	50 %
70% - 79 %	100 %	80 %	50 %
60% - 69%	90 %	70 %	50 %
50% - 59%	50 %	30 %	15 %
Below 50%	30%	10%	5 %

3.4. Deduction of payment will continue and will be adjusted accordingly based on performance and compliance in the quality of works acceptable by the Centers and the allocations of cost as stated in **Clause 4** and **Schedule D**.

4. COMPLIANCE

- 4.1. The Company shall comply with the provisions of this Contract and all applicable laws and regulations.
- 4.2. The Company shall perform all Domestic Waste Collection and Disposal Services in conformance to all relevant requirements, guidelines, manuals and standards provided.
- 4.3. Performance matrix as in **Schedule D** is provided for evaluation purposes. The performance of the Company shall be evaluated by Operational officer, twice a month.
- 4.4. The Company shall ensure that the methods, procedures as well as tools and equipment (as per requirements, guidelines, manuals and standards provided) to be used for the Services, meet the required standard of hygiene without causing any accidents, harm, nuisance or interference to the normal functioning of the areas concerned, notwithstanding the normal operating function of the cleaning equipment and processes.

4.5. On non-adherence to this clause, the Government shall send a written warning (**NCR**) to the Company. However, if the non-compliance continues, be it of the same or different matter, the Government shall be entitled to make deductions on the overall monthly charges based on the following categories:

NON-COMPLIANCE (Number of times in a month by location/ area)	PAYMENT DUE (Monthly charges)	REMARKS
One	100%	<ul style="list-style-type: none"> • Operational officer will send a written warning • Company should still comply to the said agreement from both parties (Government and Company) as of date and time. • If unable to comply with the agreed date and time, then will proceed to second stage, which is to deduct 20% of the charges according to locations/areas specified in this Section 2. Nonetheless, the Company should still proceed with the earlier agreement.
Two	80%	<ul style="list-style-type: none"> • Even though Company already rectified within the specified date and time (of the first and second non-compliances), 20% deduction of the overall monthly charges will still apply. • Failure to comply with the agreed date and time for the second time then will proceed to third stage that is to deduct 50% according to locations/areas specified as per Section 2. Nonetheless, the Company should still proceed with the earlier agreement.
Three or more	50%	Automatically deduct 50% according to locations/areas specified as per Section 2 .

4.6. The non-compliance with provisions sets out in the Contract or within the license shall lead to regulatory measures, to remedy the failure within a specified period of time and/or penalties.

4.7. Repetitive failure to comply within the Contract or license obligations shall lead to suspension or termination of the Contract as may be decided by the Government.

4.8. Once the contract come into force, the Company shall be given a period of three months to comply with the provisions within the Contract or as expressly agreed in writing by the Government.

4.9. The Company shall exhaust all possible methods of cleaning of bad or stubborn stains on surfaces to the satisfaction of the Centre's in any cases of stubborn stain

could not be removed, the Company shall prepare Condition Appraisal and submit to Operational Officer. However, building finishes shall be preserved with care by using the right chemicals, materials, tools and methods at all times.

5. RIGHT TO APPOINT OTHER VENDORS

- 5.1. The Centers reserves the right to engage other vendors to provide the Services if the Agency fails to perform in full compliance with the contract.
- 5.2. The government shall be entitled:
 - 5.2.1. To terminate the Agency; and/or
 - 5.2.2. To obtain the same or similar services from another vendor through the Agency and all expenses are borne by the Agency; and/or
- 5.3. In any circumstances, the Agency is unable to obtain similar services from another vendor and required the Centres to manage, an administration charge of **3 percent (3%)** from the given service cost by other vendor shall apply. In addition to this, all expenses incurred shall be borne by the Agency.
- 5.4. These remedies are without prejudice to **Clause 4** and all other rights that the government has.

6. CLAIMS

- 6.1. Submit invoice comprises of itemized billing **for 2.4.1 & 2.4.2 on a monthly basis** and address respectively to: -

**Chief Executive Officer
Department of Renal Services
1st Floor, Rimba Dialysis Centre
Simpang 253-56, JalanTungku Link
Bandar Seri Begawan BB3119
Tel: 2457694 ext 413**

SCHEDULE B
DAILY COLLECTION

SCHEDULE B - Form B1
DAILY ATTENDANCE COLLECTION

Rimba Dialysis Centre

No.	Date	Day	Time	Sign
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Checked by:

Name: _____

Designation: _____

SCHEDULE B - Form B2
DAILY ATTENDANCE COLLECTION

Kiarong Dialysis Centre

No.	Date	Day	Time	Sign
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Checked by:

Name: _____

Designation: _____

SCHEDULE C
CHECKLIST

SCHEDULE C - Form C1
CLEANING CHECKLIST - DAILY

Rimba Dialysis Centre

Date: _____

Item	Job Description	Time	Yes	No
			√	x
1	Disinfected			
2	Floor - Sweeping			
3	Walls /Ceiling - Spot Cleaning/Dusting			

Checked by:

Name:

Designation:

SCHEDULE C - Form C2
CLEANING CHECKLIST - DAILY

Kiarong Dialysis Centre

Date: _____

Item	Job Description	Time	Yes	No
			√	x
1	Disinfected			
2	Floor - Sweeping			
3	Walls /Ceiling - Spot Cleaning/Dusting			

Checked by: _____

Name: _____

Designation: _____

SCHEDULE D
PERFORMANCE MATRIX

SCHEDULE D

Performance Matrix

No	Performance Indicators	Expected Level	Measurement protocol	Penalty in case of non-compliance
1.1	Daily collection of domestic waste and disposal service from Centre between 5.00 pm – 6.00 pm (or the time fixed by the authorized officials)	100% of time	To be verified from Form A	3% of the total monthly invoice
1.2	Cleanliness of the collection point (Odour and stains)	At least 90% of time within a month	To be verified from Form B / inspection	3% of the total monthly invoice
1.3	Quantity of Waste Receptacles (capacity of 1100 liters with wheels roll-up lid)	Rimba Dialysis – 6 Units Kiarong Dialysis – 4 Units	To be verified based on inspections	3% of the total monthly invoice

Appendix 1 - Periodic Cleaning Timetable

Project Schedule (Bins with Wheels Roll-Top Lid)																																
General Work - Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Disinfected (Daily)	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	
Floor																																
Sweeping (Daily)	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	
Walls/Ceiling																																
Spot Cleaning / Dusting	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	
WEEKLY																																
Clean Container - Weekend Weekly)							√							√							√								√			
MONTHLY																																
Spray High Pressure Water Jet (Monthly)	Monthly Schedule																															
Floor																																
Scrubbing (Monthly)	Monthly Schedule																															
Sweeping (Monthly)	Monthly Schedule																															
Walls/Ceiling																																
High Dusting	Monthly Schedule																															

Month / Year: _____

Checked by :
Name : _____

Desinated : _____

Appendix 2

NON-CONFORMANCE REPORT (NCR)		
SECTION 1		
1.Contract Title		4.Date:
2. Contract Reference		5.NCR Number/year:
3.Company Name		6. Department / Area:
SECTION 2		
7. Reported from: <input type="checkbox"/> Inspection <input type="checkbox"/> Complaint/Feedback <input type="checkbox"/> On the Spot <input type="checkbox"/> Others:		
8.Non-Conformance Classification: <input type="checkbox"/> Health & Safety <input type="checkbox"/> Personnel <input type="checkbox"/> Equipment and supplies <input type="checkbox"/> KPI		
9. Risk Rating: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
10.Site/place:		
11.Reported by:		
12. Description of non-conformance:		
13.Photo /video:		
SECTION 3		
Corrective/Preventive Action (to be filled and return by respondent)		
14. Description of Immediate Actions /Corrective Actions:		
		15.Completion date & time:
16.Description of Preventive Action (to prevent recurrence):		
17.Approved by:	18. Accepted by:	19.Date:
SECTION 4 (for office use)		
Final Review & Closing Out of Report		
<input type="checkbox"/> Above actions implemented satisfactorily, report is CLOSED.		
<input type="checkbox"/> New NCR issued. Reasons:		
Other Comments:		
20. Reviewed by and Signature:		21.Date:

SECTION 3
FORMS TO BE USED

**SECTION 3
FORMS TO BE USED
CONTENTS**

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LAMPIRAN I

ANNEX I

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Firm(s) which I/We the proprietor of:

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Syarikat (Syarikat-Syarikat Sendirian Berhad) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of:

No	Nama / Name	Syarikat / Company
1		
2		
3		
4		
5		
6		
7		
8		

9		
10		

Bab 177 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)

Section 177 of the Penal Code (Cap 22 of the Laws of Brunei)

177. Barang siapa, yang terikat di sisi undang-undang untuk memberi maklumat mengenai apa-apa perkara kepada mana-mana penjawat awam, telah memberikannya sebagai benar, maklumat mengenai perkara itu yang dia tahu atau mempunyai sebab untuk mempercayai sebagai palsu, boleh dihukum penjara sehingga 6 bulan, atau denda sehingga \$4,000, atau kedua-duanya sekali, atau, jika maklumat yang dia terikat di sisi undang-undang untuk memberi itu adalah mengenai sesuatu kesalahan yang dilakukan atau untuk mencegah sesuatu kesalahan daripada dilakukan, atau bagi penangkapan seorang pesalah, boleh dihukum penjara sehingga 2 tahun, atau dengan denda, atau dengan kedua-duanya.

Whoever, being legally bound to furnish information on any subject to any public servant, as such, furnishes, as true, information on the subject which he knows or has reason to believe to be false, shall be punished with imprisonment for a term which may extend to 6 months, or with fine which may extend to \$4,000, or with both; or, if the information which he is legally bound to give respects the commission of an offence, or is required for the purpose of preventing the commission of an offence, or in order to the apprehension of an offender, with imprisonment for a term which may extend to 2 years, or with fine, or with both

Bab 182 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)

Section 182 of the Penal Code (Cap 22 of the Laws of Brunei)

182. Barang siapa memberi kepada seseorang penjawat awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan penjawat awam tersebut: -

Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant; -

- (a) melakukan atau meninggalkan apa-apa perkara yang penjawat awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau

to do or omit anything which such public servant ought not do or omit if the true state of facts respecting which such information is given were known by him; or

- (b) Menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.

To use the lawful power of such public officer to the injury or annoyance of any person.

Akan menerima hukuman penjara sehingga 6 bulan atau didenda sebanyak \$4,000.00 atau dengan kedua-duanya.

Shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both.

Bab 6(b) Akta Pencegahan Rasuah (Penggag 131 Undang-Undang Negara Brunei Darussalam)

Section 6(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(b) Jika sesiapa jua dengan secara tidak jujur memberi atau bersetuju memberi atau menawarkan sebarang suapan kepada mana-mana agen sebagai dorongan atau ganjaran kerana melakukan atau menahan diri dari melakukan, atau kerana telah melakukan atau menahan diri dari melakukan apa jua perbuatan berhubung dengan hal-hal atau urusan orang yang utamanya, atau kerana memberi atau menahan diri dari memberi atau tidak memberi pertolongan kepada sesiapa pun jua berhubung dengan hal-hal atau urusan orang yang utamanya;

If any person corruptly gives or agrees to give or offers any gratification to any agent as an inducement or reward for doing or forbearing to do, or for having done or forborne to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.

He shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 6(c) Akta Pencegahan Rasuah (Penggai 131 Undang-Undang Negara Brunei Darussalam)

Section 6(c) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

6(c) Jika sesiapa jua dengan setahunya memberi kepada seseorang agen atau jika seorang agen dengan setahunya menggunakan dengan tujuan untuk menipu orang yang utamanya, sebarang resit, kira-kira atau dokumen lain bersabit dengan mana orang yang utama itu mempunyai kepentingan, dan yang mengandungi sebarang kenyataan yang tidak benar atau salah atau tidak sempurna dalam mana-mana perkara mustahak, dan yang pada pengetahuannya adalah dimaksudkan untuk mengelirukan orang yang utama itu,

If any person knowingly gives to an agent, or if an agent knowingly uses with intent to deceive his principal, any receipt, account or other document in respect of which the principal is interested, and which contains any statement which is false or erroneous or defective in any material particular, and which to his knowledge is intended to mislead the principal,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun

He shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(a) Akta Pencegahan Rasuah (Penggai 131 Undang-Undang Negara Brunei Darussalam)

Section 9(a) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

9(a) Seseorang yang dengan tujuan untuk memperolehi daripada mana-mana badan awam sesuatu kontrak bagi menjalankan sebarang kerja, memberikan sebarang perkhidmatan, melakukan sesuatu, atau membekalkan sebarang benda, perkakas atau bahan, menawarkan sebarang suapan kepada mana-mana orang yang telah membuat sesuatu tawaran (tender) bagi kontrak itu, sebagai dorongan atau ganjaran kerana penarikan balik tender itu;

A person who, with intent to obtain from any public body a contract for performing any work, providing any service, doing anything, or supplying any article, material or substance, offers any gratification to any person who has made a tender for the contract, as an inducement or a reward for his withdrawing the tender;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.

Shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(b) Akta Pencegahan Rasuah (Penggag 131 Undang-Undang Negara Brunei Darussalam)

Section 9(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

9(b) Seseorang yang memujuk atau menerima sebarang suapan sebagai dorongan atau ganjaran kerana penarikan balik suatu tawaran yang telah dibuatnya bagi suatu kontrak,

A person who solicits or accepts any gratification as an inducement or a reward for his withdrawing a tender made by him for contract,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun

Shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 161 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)

Section 161 of the Penal Code (Cap 22 of the Laws of Brunei)

161. Barangsiapa, yang menjadi atau menjangka akan menjadi seorang penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, kecuali bayaran di sisi undang-undang, sebagai suatu galakan atau hadiah bagi melakukan atau supaya jangan melakukan apa-apa perbuatan rasmi, atau bagi memberi atau supaya jangan memberi, kemudahan atau kepayahan kepada seseorang, atau bagi memberi atau memcuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasminya, dengan Kerajaan atau dengan seseorang penjawat awam,

Whoever, being or expecting to be a public servant, accepts or obtains, or agrees to accept, or attempts to obtain from any person, for himself or for any other person, any gratification whatever, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, or for showing or forbearing to show in the exercise of his official functions, favour or

disfavour to any person, or for rendering or attempting to render any service or disservice to any person, with Government, or with any public servant as such,

Hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.

Shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 162 Kanun Hukuman Jenayah (Penggagal 22 Undang-Undang Negara Brunei Darussalam)

Section 162 of the Penal Code (Cap 22 of the Laws of Brunei)

162. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan secara tidak jujur atau menyalahi undang-undang, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang demikian,

Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever as a motive or reward for inducing, by corrupt or illegal means, any public servant to do or to forbear to do any official act or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

Hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.

Shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 163 Kanun Hukuman Jenayah (Penggagal 22 Undang-Undang Negara Brunei Darussalam)

Section 163 of the Penal Code (Cap 22 of the Laws of Brunei)

163. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan cara menjalankan pengaruh peribadi, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang sedemikian,

Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever, as a motive or reward for inducing, by the exercise of personal influence, any public servant to do or to forbear to do any official act, or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

Hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.

Shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 164 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)

Section 164 of the Penal Code (Cap 22 of the Laws of Brunei)

164. Barang siapa, yang menjadi seorang penjawat awam, yang berkenaannya dengan salah satu kesalahan yang ditakrifkan dalam dua Bab terakhir itu dilakukan, menyubahati kesalahan itu,

Whoever, being a public servant, in respect of whom either of the offences defined in the last 2 preceding sections is committed, abets the offence,

Hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.

Shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 165 Kanun Hukuman Jenayah (Penggala 22 Undang-Undang Negara Brunei Darussalam)

Section 165 of the Penal Code (Cap 22 of the Laws of Brunei)

165. Barang siapa yang menjadi penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, untuk dirinya atau untuk seseorang lain, sesuatu benda yang berharga, dengan tiada balasan atau dengan suatu balasan yang ia ketahui tidak mencukupi, daripada seseorang yang ia ketahui telah, atau sedang, atau mungkin ada kena mengena dalam apa-apa pembicaraan atau urusan yang telah dijalankan, atau yang akan dijalankan, oleh penjawat awam itu, atau yang ada apa-apa perhubungan dengan kerja-kerja rasminya sendiri atau dengan kerja-kerja rasmi seorang penjawat awam yang di bawahnya ia bekerja, atau daripada seseorang yang ia ketahui sebagai ada kepentingan atau bersangkutan dengan orang yang ada kena mengena demikian itu,

Whoever, being a public servant, accepts or obtains, or agrees to accept or attempts to obtain, for himself or for any other person, any valuable thing, without consideration, or for a consideration which he knows to be inadequate, from any person whom he knows to have been, or to be, or to be likely to be concerned in any proceeding or business transacted or about to be transacted by such public servant, or having any connection with the official functions of himself or of any public servant to whom he is subordinate, or from any person whom he knows to be interested in or related to the person so concerned,

Hendaklah dihukum dengan penjara tidak melebihi 7 tahun dan denda.

Shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 109 Kanun Hukuman Jenayah (Penggala 22 Undang-Undang Negara Brunei Darussalam)

Section 109 of the Penal Code (Cap 22 of the Laws of Brunei)

109. Barangsiapa yang menyubahati sesuatu kesalahan hendaklah jika perbuatan yang disubahati itu dilakukan oleh sebab subahat itu, dan tiada peruntukan yang nyata dibuat oleh Kanun ini berkenaan dengan seksaan bagi subahat itu, diseksa dengan seksaan yang diperuntukkan bagi kesalahan itu.

Whoever abets any offence shall, if the act abetted is committed in consequences of the abetment, and no express provision is made by this Code for the punishment of such abetment, be punished with the punishment provided for the offence.

Bab 120B Kanun Hukuman Jenayah (Penggagal 22 Undang-Undang Negara Brunei Darussalam)

Section 120B of the Penal Code (Cap 22 of the Laws of Brunei)

120B. (1) Barang siapa menjadi satu pihak dalam suatu pakatjahat jenayah bagi melakukan suatu kesalahan yang boleh dihukum dengan bunuh, atau penjara selama tempoh dua tahun atau lebih, hendaklah jika tiada apa-apa peruntukan yang nyata ditetapkan oleh Kanun ini berkenaan dengan hukuman bagi pakatjahat itu, dihukum sama seperti seolah-olah ia telah menyubahati kesalahan itu.

(1) Whoever is a party to a criminal conspiracy to commit an offence punishable with death, or imprisonment for a term of 2 years or upwards, shall, where no express provision is made in this Code for the punishment of such a conspiracy, be punished in the same manner as if he had abetted such offence.

(2) Barang siapa menjadi satu pihak dalam suatu pakatjahat jenayah yang lain daripada pakatjenayah bagi melakukan suatu kesalahan yang boleh dihukum sebagaimana yang tersebut di atas, hendaklah dihukum dengan penjara sepuluh tahun dan denda.

(2) Whoever is a party to a criminal conspiracy other than a criminal conspiracy to commit an offence punishable as aforesaid shall be punishable with for 10 years and with fine.

Bab 511 Kanun Hukuman Jenayah (Penggagal 22 Undang-Undang Negara Brunei Darussalam)

Section 511 of the Penal Code (Cap 22 of the Laws of Brunei)

511. Barang siapa mencuba melakukan sesuatu kesalahan yang boleh dihukum di bawah Kanun ini atau di bawah mana-mana undang-undang bertulis yang lain dengan penjara, denda atau sebatan atau dengan campuran hukuman-hukuman itu, atau mencuba menyebabkan kesalahan itu dilakukan, dan dalam percubaan itu membuat apa-apa perbuatan bagi melakukan kesalahan itu, hendaklah jika tiada peruntukan yang nyata dibuat di bawah Kanun ini atau di bawah undang-undang bertulis yang lain

itu, mengikut mana yang berkenaan, bagi hukuman percubaan itu, dihukum dengan hukuman yang ada diperuntukkan bagi kesalahan itu:

Dengan syarat bahawa apa-apa tempoh penjara yang dikenakan tidaklah boleh lebih daripada setengah daripada tempoh yang lama sekali diperuntukkan bagi kesalahan itu.

Whoever attempts to commit an offence punishable by this Code or by any other written law with imprisonment, fine or whipping or with a combination of such punishments, or attempts to cause such an offence to be committed, and in such attempt does any act towards the commission of the offence, shall, where no express provision is made by this Code or by such other written law, as the case may be, for the punishment of such attempt, be punished with such punishment as is provided for the offence:

Provided that any term of imprisonment imposed shall not exceed one half of the longest term provided for the offence.

Peraturan 12(a) dari Peraturan 12, Peraturan-Peraturan Pegawai-Pegawai Kerajaan (Kelakuan dan Tata tertib), Akta Suruhanjaya Perkhidmatan Awam (Penggali 83 Undang-Undang Negara Brunei Darussalam)

Regulation 12(a) from Regulation 12 of Public Officers (Conduct and Discipline) Regulations, Public Service Commission Act (Chapter 83 of the Laws of Brunei)

12(a) Pegawai-Pegawai dan keluarga-keluarga mereka adalah ditegah daripada menerima hadiah-hadiah (selain daripada hadiah-hadiah daripada sahabat-sahabatnya sendiri atau waris-waris) samada yang berupa wang, barang-barang, tambang-tambang percuma atau faedah-faedah yang lain, dan daripada memberi hadiah-hadiah yang sedemikian.

Officers and their families are prohibited from receiving presents (other than gifts of personal friends or relatives) whether in the shape of money, goods, free passages or other pecuniary benefits, and from giving such presents.

Pengakuan Integriti Penender.

Tenderer's Integrity Declaration.

Note: These offences are subject to other and amended legislation, which are given from time to time.

SCHEDULE 1 - TENDER FORM

To:

TENDER REFERENCE NO: _____

**INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR
RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE, DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1)
YEAR**

TENDER OF (*name of Supplier*) : _____

Company/Business Registration No : _____

Tender Closing Date : _____

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
DEPARTMENT OF RENAL SERVICES					
1	Rimba Dialysis Centre	Lot			
2	Kiarong Dialysis Centre	Lot			
	Total Daily Contract Amount				
	Total Overall Contract Amount for 1 years (x 365)				
Note: The Contractor shall ensure that any matters concerned the above services are to be communicated directly to the relevant Management (Management of Department of Renal Services depending on the affected locations including pricing, claims/payment and collection schedule					

1. We offer and undertake on your acceptance of our Tender to supply and deliver 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 Government and us.
4. OUR OFFER IS VALID FOR **TWELVE (12)** CALENDAR 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 202_

Signature of authorised officer of Tenderer

Tenderer's official stamp:

Name :

Designation :

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 is the Tender Closing Date) of the Contractor and sub-contractor(s) in the:

- *Provision of Domestic Waste Collection and Disposal Service.*

(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 5 years as of the Tender Closing Date.

Table 5.1 References of previous customers

Customers 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 nor 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 purpose.

SCHEDULE 6 - DECLARATION



PENGAKUAN INTEGRITI PENENDER

TENDERER'S INTEGRITY DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk <i>Title</i>	
Kementerian / Jabatan <i>Ministry / Department</i>	

Saya/Kami, (Isikan nama setiap pemilik syarikat/pemegang saham di bawah)

I/We (Fill in all the proprietor/shareholders' name below)

Bil. No.	Nama <i>Name</i>	No. Kad Pengenalan Brunei & Warna/ No. Paspot Antarabangsa <i>Brunei Identity Card No. & Colour/International Passport No.</i>	Tandatangan <i>Signature</i>

Beralamat/ Address:

dengan ini membuat PENGAKUAN seperti berikut / *make the following DECLARATION:*

1. Saya/Kami yang bernama di atas,

I/We as the name stated above,

¹adalah pemilik berdaftar sebuah Firma yang bernama

a registered proprietor of

(isikan nama Firma/ fill in the firm's name)

dengan alamat perniagaan di/ *with its place of business at*

(atau / or) ²adalah pemegang saham dalam sebuah Syarikat yang bernama /

a shareholder in a Company,

dengan alamat berdaftar di / *having its registered address at*

¹ Masukkan disini jika orang yang membuat pengakuan adalah pemilik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan

Fill in here if an Owner of a Business Name

² Masukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn Bhd)

Fill in here if a shareholder in a Company (Sdn Bhd)

yang telah menghadapkan Tawaran untuk projek yang disebutkan di atas;

which has submitted a Tender Proposal in the above-mentioned project;

2. ³Saya/Kami telah menghantar **Penyata Tahunan** kepada Pendaftar Syarikat-Syarikat pada _____ (sila nyatakan tarikh terakhir menghantar Penyata Tahunan berkenaan).

I/We have submitted Annual Returns to Registrar of Companies on _____ (please state the date of latest Annual Returns submitted to Registrar of Companies).

3. ⁴Saya/Kami tidak memiliki **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain;** (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).

I/We do not own any other firm(s)/ Company (ies); (see notes 3 and 4 below and delete where appropriate).

4. ⁵Saya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat)** yang dinyatakan dalam Lampiran I.

I/We also the propretor / shareholder in the list of firm(s)/ Company (ies) described at Annex 1.

DAN saya/kami selanjutnya membuat PENGAKUAN bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.

AND I/We further DECLARE that to the best of my/our knowledge, none of my/our other firm(s)/Company (ies) set out in Annex 1, have submitted a Tender Proposal for this project.

5. Saya/Kami juga membuat PENGAKUAN selanjutnya:

³ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja
To be fill by Limited or Private Limited Company only

^{iv} Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain
If you DO NOT own other firms/Companies, please delete paragraph 3

^v Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain
If you DO NOT own other firms/Companies, please delete paragraph 3

^{vi} Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain
If you the Owner or Shareholder of other firms/Companies, please delete paragraph 2

I/We also hereby DECLARE:

- a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapi Tawaran untuk projek yang disebutkan diatas;

that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/Company(ies) have submitted a Tender Proposal for the above-mentioned project; and

- b. Bahawa saya/kami tidak berpakat sulit dengan Firma (Firma-Firma)/ Syarikat (Syarikat-Syarikat) atau dengan sesiapa dalam menghadapi Tawaran untuk projek yang disebutkan di atas.

That I/We have not colluded with any other firm(s)/Company (ies) or any other person or entity in submitting the Tender Proposal for the above-mentioned project.

6. ⁶Saya/Kami seterusnya membuat PENGAKUAN bahawa pemilik-pemilik, Ketua Pegawai Eksekutif dan Pengarah-Pengarah Syarikat yang turut serta dalam tawaran ini bukan dari kalangan pegawai awam yang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam.

I/We also DECLARE that neither I nor the other owners of, or the Chief Executive Officer and Directors, as the case may be, of the entity participating in this tender, is/are public officer of the Government of His Majesty the Sultan and Yang Di-Pertuan of Negara Brunei Darussalam.

(Atau / Or)

Saya/Kami sedang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam dan sukacita disertakan surat kebenaran untuk berniaga daripada Jabatan Perdana Menteri.

I/We DECLARE that I am/we are public officers and enclose herewith the letter of approval to engage in business issued by the Prime Minister's Office.

^{vii} Potong Perenggan yang tidak berkenaan
Delete where inapplicable

7. Saya/Kami membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami Akan mematuhi segala peraturan dan undang-undang Negara Brunei Darussalam dan tidak akan melakukan mana-mana kesalahan yang berkaitan dengan perolehan kerajaan seperti yang disertakan di Lampiran 1. Saya/kami akan memastikan bahawa penyertaan/penglibatan syarikat saya/kami dalam sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan kerajaan adalah secara adil, bersih dan telus.

I/We DECLARE that I/We or any person representing my/our firm/Company will obey all regulations and laws in Brunei Darussalam and will not commit any offence related to government procurement, as reproduced in Annex 1. I/we will ensure that my/our company's participation/involvement in the tender/quotation for the above-mentioned project or any other tender/quotation with the government is fair, clean and transparent.

8. Saya/Kami seterusnya membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami tidak akan menawarkan atau memberi atau bersetuju untuk memberi kepada sesiapa sebarang hadiah, suapan atau balasan dalam bentuk apa pun sebagai dorongan atau ganjaran bagi melakukan atau tidak melakukan atau kerana telah melakukan atau tidak melakukan apa-apa jua perbuatan yang berkaitan dengan mendapatkan atau melaksanakan sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan Kerajaan. Saya/Kami menyedari sepenuhnya bahawa jika saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami melanggar pengakuan ini, saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami telah melakukan atau bersubahat, mencuba, berkomplot untuk melakukan jenayah di bawah Akta Pencegahan Rasuah (Penggagal 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggagal 22) dibaca bersama Bab 109 atau Bab 120B atau Bab 511 dari Kanun yang sama seperti disertakan di Lampiran 1.

I/We also DECLARE that I/We or any person representing my/our firm/Company will not offer or give or agree to give to any person any gift, gratification 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 the tender/quotation for the above-mentioned project or any other tender/quotation with the government. I/We am/are fully aware that if I/We or any person representing my/our firm/Company breached this declaration, I/We or any person

representing my/our firm/Company shall have committed or abetted, attempted, conspired to commit an offence under the Prevention of Corruption Act (Cap. 131) or Section 161 to 165 of the Penal Code (Cap. 22) read with Section 109 or Section 120B or Section 511 of the same as reproduced in Annex 1.

9. Saya/Kami bersetuju bagi pengakuan di atas. Jika sekiranya saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami didapati melanggar syarat-syarat di atas, maka saya/kami sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

I/We agree to the declaration as above. In the event I/we or any person representing my/our firm/Company found in violation of the terms above, I/we, as representative of the company have agreed the following actions to be taken:

- i. Penarikan balik tawaran kontrak bagi tawaran/sebutharga yang disebutkan di atas; atau

The withdrawal of the contract for the above tender/quotation; or

- ii. Penamatan kontrak bagi tawaran/sebutharga yang disebutkan di atas;

Termination of the above tender/quotation;

- iii. Lain-lain tindakan tatatertib mengikut Peraturan Perolehan Kerajaan yang berkuatkuasa; dan

Other disciplinary action in accordance with the Government Procurement Regulations in force; and

- iv. Tindakan undang-undang mengikut undang-undang Negara Brunei Darussalam

Legal action in accordance to the Law of Brunei Darussalam.

10. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa di bawah Kanun Hukuman Jenayah Bab 177 dan Bab 182 yang disertakan di LAMPIRAN I.

I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 177 and 182 of the Penal Code reproduced below in Annex 1.

11. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.

I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.

12. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri, dan sebagai wakil saya/kami untuk **mengikatkan saya/kami dan Penender** kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan Integriti ini.

I/We hereby authorize _____ to sign this Tenderer's Integrity Declaration on my/our behalf and also on behalf of the Tenderer to bind ourselves and the Tenderer to the matters set out in this declaration.

Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya/kami mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.

Attached herewith Letter of Representation for me/us to represent the company as noted above to make this declaration.

Pada hari ini _____ haribulan _____, 202__

Dated this day _____ of _____, 202__

(Nama dan Tandatangan)
(Name and Signature)
(Pemilik Syarikat / CEO /Pengarah)
(The Owner of Co / CEO / Director)
(Cop Syarikat)
(Company Stamp)

SECTION 4
AGREEMENT

AGREEMENT

Between

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

Represented by

The Ministry of Health, Brunei Darussalam

and

[]

for

**INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND
DISPOSAL SERVICE FOR RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS
CENTRE, DEPARTMENT OF RENAL SERVICES, FOR A PERIOD OF ONE (1)
YEAR**

[AGREEMENT REF:]

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THIS AGREEMENT is made on the _____ day of _____ 202__.

BETWEEN

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

AND

_____, a Company incorporated in Brunei Darussalam under the Companies Act (Cap. 39 of the Laws of Brunei) and having its registered address at _____ (hereinafter referred to as "the COMPANY")

WHEREAS the COMPANY is in the business of **Invitation to Tender for Domestic Waste Collection and Disposal Service for Rimba Dialysis Centre & Kiarong Dialysis Centre, Department of Renal Services for A Period of ONE (1) YEAR** ("Services") and the Company has agreed to provide the Government with the Services in accordance with the terms and conditions set out hereinafter contained.

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. "Agreement" means this Agreement and the Schedules attached hereto and includes any document incorporated therein by way of reference or which the Parties hereto have agreed in writing, and any amendment, modifications and/or supplements thereto made in accordance with the provisions thereof;

1.1.2. "Effective Date" means the date on which this Agreement is signed by the Parties;

1.1.3. "Services" means the security services to be provided at the Site by the Company under this Agreement, as described in **Schedule A**.

- 1.1.4 "Service Charges" means the total price for the Services according to the contract year, as referred by the Government to the Centre and set out in **Schedule F**;
- 1.1.5 "Government's Representative" means for the purposes of this Agreement, the person appointed by the Government and any persons appointed by the Government's Representative to assist or perform such duties and functions as may be delegated to him by the Government's Representative;
- 1.1.6 "Non-Conformance Report" means the report to be issued by the Government in accordance with **Clause 4** in the form set out in **Appendix 2**;
- 1.1.7 "Government Requirements" means the scope of the Services and requirements to be met for the Project as annexed hereto as **Schedule A**;
- 1.1.8 "Operational Officer" means the officer appointed by MOH to supervise and liaise with the Company 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 provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence to have come into the Commencement Date and shall remain in force thereafter until EXPIRY DATE unless sooner terminated pursuant to **Clause 8**.

3. SERVICES TO BE PROVIDED BY THE COMPANY

3.1 The Company shall provide the waste collection and disposal services to the centres with accordance with the Government Requirements and subjects to the terms of this agreements.

3.2 The Company shall perform its obligations under this Agreement with all due care and skill, and it shall carry out the Services in a timely and professional manner using only appropriately qualified and experienced staff or personnel or such sub-Companys and in accordance with the best practice within the industry of the Company.

3.3 The Company acknowledges that it has been supplied with sufficient information about the Services and that it has made all appropriate enquiries to enable it to undertake to perform the Services in accordance with this Agreement. The Company shall neither be entitled to any additional payment nor excused from any obligation or liability under this Agreement because of any misinterpretation by the Company of any fact relating to the Services, except where the misinterpretation is as a result of the inaccurate information supplied by the Government. The Company shall promptly bring to the attention of the Government's Representative any matter which is not adequately specified or defined in the Government Requirements and/or any other relevant specification or document.

3.4 Services to be provided by the Company in the performance of its obligation as described in **Schedule A**.

4 NON-PERFORMANCE OF SERVICES

- 4.1. Where the Company performs the Services unsatisfactorily or fails to perform the Services and/or provide the Services in accordance with the terms and conditions of this Agreement at any time, the Government shall issue a Non-Conformance Report and/or a warning letter to the Company specifying the unsatisfactory or failure of performance of the Services and demanding the Company to remedy or perform such Services immediately. Any performance of the Services subsequent to the Government's warning letter shall be further inspected and verified by the Government.
- 4.2. If the Company, without reason or for reasons which are not acceptable to the Government, continues to fail to perform the Services satisfactorily, the Government shall be entitled to make deductions on the Service Charges in accordance with **Schedule A, Clause 4**.

5. INSURANCE

- 5.1. Without prejudice to its liability to indemnify the Government as provided in this Agreement, the Company shall at its own expense at all times maintain with reputable insurers such insurances as may be necessary to cover all liability which the Company may incur in respect of any personal injury, death or damage to property whatever caused by or arising out of or in connection with the performance of the Company's duties and obligations under this Agreement.
- 5.2. Upon the Government's reasonable request, the Company shall provide the Government with all such documentation as is necessary to prove the Company's continuing compliance with its obligations to insure under this Clause.

6. CONFIDENTIALITY

- 6.1. The Company 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.

- 6.2. The Company agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-Companies who have a reasonable need to know of the same to enable the Company to perform its obligations under this Company.
- 6.3. The Company further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-Companies to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times. They shall be required to sign an Undertaking to Safeguard Official Information in the form prescribed in **Schedule E**.
- 6.4. For avoidance of doubt, the provision of this **Clause 6** shall survive the termination or expiration of this Agreement.
- 6.5. A breach of any provisions of this **Clause 6** shall entitle the government to terminate this agreement forthwith with immediate effect.

7. **GIFTS**

- 7.1. The Government shall be entitled to terminate this Agreement and recover from the Company the amount of any loss resulting from such termination, if the Company 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 Company or acting on its behalf (with or without the knowledge of The Company), or if, in relation to this Agreement or any other agreement with the Government, the Company or any person employed by the Company 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)**.
- 7.2. Written warning will be sent to the Company if the quality of works is proven to be unsatisfactory.

8. TERMINATION

- 8.1. The Government may terminate this Agreement by giving at least **three (3) months** notice in writing to the Company without providing any reason.
- 8.2. On the termination of this Agreement by the Company, that is less than **three (3) months**, a penalty charge will be incurred.
- 8.3. The Government may forthwith on giving notice in writing to the Company terminate this Agreement if the Company, being a Company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or is subject to a court order having the same effect, or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or dies or if the Company (whether a Company or not) entered into any composition or arrangements with its creditors or becomes insolvent or the Company ceases, or threatens to cease to carry on business.
- 8.4. The Government may forthwith terminate this Agreement where the Company has breached or failed to observe any term of this Agreement or generally failed to perform its obligations under this Agreement in the manner contemplated by this Agreement and has failed to remedy the failure or default within a period of **thirty (30) days** from the receipt of a notice in writing by the Government requiring the Company so to do.
- 8.5. The Government may terminate this Agreement pursuant to **Clause 7 or 9** in the circumstances provided therein.
- 8.6. On the termination of this Agreement, any monies or fees paid in advance by the Government shall, without affecting any remedy which the Government may have for any breach of this Agreement by the Company, be pro-rated and refunded to the Government.
- 8.7. Any termination of this Agreement, however occasioned, shall not affect the accrued rights or liabilities of either party nor shall any remedy which any party have against the other for breach of this Agreement be affected.

9 FORCE MAJEURE

9.1. 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:

9.1.1. acts of God;

9.1.2. war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and

9.1.3. Flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

9.1. 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.

9.2. 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 Company elect to terminate this Agreement.

9.3. In any Force Majeure event the Company 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.

9.4. Where the Government elects to terminate this Agreement under this **Clause 9**, the Company shall forthwith refund to the Government all amounts paid to the

Company less the price of goods and services which have been provided to the Government.

- 9.5. 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.

10. RELEASE, LIABILITY AND INDEMNITY

- 10.1. The Company agrees that the Government shall have no responsibility or liability for any loss or damage suffered by the Company or its employees, agents, invitees or sub-Companies or to their property or goods, including that due to or resulting from any theft, breakage, leakage, fire, accident or event howsoever caused or occurring at the Centre, to the extent permissible by law.

- 10.2. The Company agrees that its liability under this Agreement whether for recovery of any sums due or for any obligation, liability or duty arising hereunder shall be deemed to be a demand made to the Company.

- 10.3. The Company shall indemnify the Government and keep the Government fully and effectively indemnified on demand against any or all actions, claims, demands, losses, damages, costs, expenses and liabilities of whatsoever nature arising out of or in connection with any claims against the Government for any loss of or damage to any property or personal injury or death of any person which may arise as a result of or caused by any act, negligence, neglect, use, misuse, abuse or omission on the part of the Company or its employees, agents, sub-Companies or invitees or other person expressly or impliedly within the Company's authority or under the Company's control, in the performance of its duties and obligations under this Agreement or breach or non-observance by the Company of the provisions of this Agreement. The indemnity given in this Clause shall survive the expiry or termination of this Agreement.

11. NOTICES

- 11.1. Any notice, demand or other communication given or made by one party to the other under this Agreement shall be in writing and delivered by hand or sent by registered post or facsimile transmission to the address and number as specified

below (or such address or facsimile number as the addresses has by **seven (7) days** prior written notice specified to the other party:

To the Government:

**Chief Executive Officer
Department of Renal Services**

**1st Floor, Rimba Dialysis Centre
Simpang 253-56, Jalan Tungku Link
Bandar Seri Begawan BB3119
Tel: +673 2457694**

To the COMPANY:

[Name of Company] :

[Address] :

Tel No. :

Fax No. :

11.2. Any notice or document shall be deemed to be duly served: -

11.2.1. If delivered by hand, at the time of delivery;

11.2.2. If posted, at 10.00 am on the seventh working day after postings;

11.2.3. If sent by facsimile transmission, at the time of successful transmission.

11.3. A notice shall be deemed to be effective from the time of service or on the notice's effective date, whichever is the later.

12. GOVERNMENT'S RIGHTS

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

13. TAXES AND DUTIES

13.1. The Company 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.

14. ENTIRE AGREEMENT

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

15. AMENDMENTS AND VARIATIONS

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

16. ASSIGNMENT AND SUB-CONTRACT

16.1. The Company 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.

16.2. The Company 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 Company shall promptly provide the Government with copies of any sub-contracts.

17. SEVERABILITY

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

18. WAIVER

18.1. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver hereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any

other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach of any provision hereof shall be deemed to be waiver of any subsequent breach of that or any other provision hereof.

19. NO PARTNERSHIP

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

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Brunei Darussalam.

20.2. 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.

20.3. If the Parties are unable to amicably resolve any dispute within **thirty (30) days** from the date when such dispute arose, either Party may require that the dispute be referred for resolution by arbitration in accordance with the provisions of the **Arbitration Order, 2009**.

20.4. 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 the Arbitration shall be the UNCITRAL Rules of Arbitration.

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

20.6. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

20.7. 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.

20.8. The application of **Part II of the International Arbitration Order, 2009** and the Model Law referred thereto, to this Agreement is hereby excluded.

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

For and on behalf of

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

.....

[Name and post]

In the presence of

.....

[Name and post]

For and on behalf of

[]

.....

[Name and post]

In the presence of

.....

[Name and post]

SCHEDULE - A

GOVERNMENT REQUIREMENTS

SCHEDULE A

GOVERNMENT REQUIREMENT

1. GENERAL

- 1.1. A qualified Company is sought to provide a safe, reliable, effective and efficient management of the **Domestic Waste Collection and Disposal Service** (hereinafter 'the Services') for **Rimba Dialysis Centre & Kiarong Dialysis Centre** (Hereinafter "the Centres").
- 1.2. The duration of the provision of the Services is **ONE (1) YEAR**.
- 1.3. The Company shall observe the infection control guidelines/ SOPs/ precautions/ code of practice issued by the Ministry of Health (MOH).
- 1.4. The Company is expected to meet or exceed the quality standards required for each functional area.

2. SCOPE OF WORK

- 2.1. The Company shall provide the Services to the Centres as stated in **Clause 2.4.** for the period of one (1) year, including premises under its purview.
- 2.2. The Company shall employ only qualified personnel who are proficient in performing assigned tasks and proficient in Malay and English language.
- 2.3. Immediate steps shall be taken by the Company to provide temporary replacement/relief to make up the full strength of the personnel required to provide the Services to the satisfaction of the Centres.
- 2.4. The scope of waste collection and disposal services as below:

No	Type of waste	Material collected	Frequency
2.4.1	Domestic waste	Organic waste, soiled waste etc	Daily
2.4.2	Wood waste	Pallet or equivalent	By Request

- 2.5. The Company shall collect daily from the following premises: -

Management by Department of Renal Services 2457694 ext 142

2.5.1	Rimba Dialysis Centre, Gadong: - - Waste disposal area (Area B)
2.5.2	Kiarong Dialysis Centre: - - Waste disposal area (Area B)

(Hereinafter collectively referred to as “the Collection Points” and individually as “the Collection Point”)

2.6. Collection Schedule

2.6.1. Collect the Waste daily from each site according to the **daily schedule** as stated below:

	Collection Point	No. Of Collections Per Day		Time	No. Of Days Per Week
		Domestic waste	Wood waste		
2.6.1.1	Rimba Dialysis Centre, Gadong	1	By request	5:00pm - 6:00pm	7 days a week
2.6.1.2	Kiarong Dialysis Centre				

2.7. Dumping Ground

2.7.1. Collect the waste from the refuse Collection Points and transport it to the **Municipal Dumping Ground** located at Sungai Paku for disposal or any designated approved government dumping ground within the state of Negara Brunei Darussalam.

2.8. Designated Route

2.8.1. Use the **designated route** as prescribed by the premises for waste collection from the stated Collection Points.

2.9. Vehicles

2.9.1. Collect and transport the Waste from the Collection Points using **vehicles specially designated for such purposes**. Such vehicles shall be thoroughly cleaned after each cycle of use when spillage has occurred.

2.9.2. Submit the list of vehicles proposed for use in the performance of this Agreement within (10) days of signing the Agreement to the Management of Renal Department Services stating: -

- i. the registration numbers
- ii. load carrying capacities by weight and volume

Any subsequent changes to the list shall be notified to the Management of Renal Department Services, in advance.

Substitute vehicles to be used in case of breakdown shall also be made known to the Ministry of Health in advance.

2.9.3. Ensure that drivers of all such vehicles and any assistants to such drivers are properly trained to carry out their duties in a safe and professional manner and be able to manage any possible emergency situation.

2.9.4. Provide such drivers and assistants with protective clothing appropriate for the tasks assigned to them.

2.10. Waste Receptacles

2.10.1. Supply and maintain waste receptacles at the Collection Points as follows: -

2.10.1.1. Domestic waste:

2.10.1.1.1. Ten (10) unit bins with wheels roll-top lid - 1100 liters

Capacity	: 1100 liter
Specification	: plastic bins with four castors wheels roll - top lid
Dimension	: 1455h x 1373w x 1057d mm

(a) Kiarong Dialysis Centre	4 units
(b) Rimba Dialysis Centre	6 units

2.11. Cleaning of Waste Receptacles

2.11.1. Clean all waste receptacles, any excess refuse in and around the waste receptacles as follows: -

Type of Container	General Work - Area	Daily	Weekly
Bins with Wheels Roll-Top Lid - Rimba Dialysis Centre o Waste Disposal Storage Area B - Kiarong Dialysis Centre o Waste Disposal Storage Area B	On a Monthly Basis <ul style="list-style-type: none"> • Spray High Pressure Water Jet • Scrubbing • Sweeping • High Dusting 	<ul style="list-style-type: none"> • Disinfected • Daily Sweeping • Spot Clean 	<ul style="list-style-type: none"> • Clean Container every weekend

2.11.2. Leave all waste receptacles clean and tidy to the satisfaction of the officer-in-charge of each of the Collection Points.

2.11.3. Clean all waste spillage arising or occurring during collection or transportation immediately.

2.12. Notification

2.12.1. Ensure that any matters concerned the above services are to be **communicated directly** to the Management of Renal Department Services including pricing, claims/ payment and collection schedule.

2.12.2. The Company shall **notify** the Management of Renal Services **within 24 hours of any disruption in the schedule of collection.**

2.12.3. The Company shall **inform** the Management of Renal Services **within 24 hours of finding any clinical waste or bio-hazardous waste** (normally contained in yellow plastic bags or containers labeled bio-hazardous) in any of the Collection Points.

2.13. Bins with wheels roll-top lid

2.13.1. Refuse truck should be used for all domestic waste collected at the collection point as stated in clause 2.5.

2.13.2. The Company must provide bins as stated in clause 2.10 and replacement of new bin to be made available immediately should the bin be broken or damaged.

2.14. Domestic Waste

2.14.1. During Collection of domestic waste two workers are required to manage the operation of collection and record every operation and location set out in **Schedule B**.

2.14.2. The operation staff should ensure every location at the collection points, the cleanliness of facilities after the collection of waste and record daily and periodic cleaning services in the format set out in **Appendix 1**.

2.14.3. The site is also responsible for maintaining general cleanliness of facilities at all times.

2.15. Transportation

2.15.1. Refuse compactor truck are required to collect domestic waste at the collection points.

2.16. Cleaning Schedule

2.16.1. Every location of disposal should be clean according to cleaning schedule specified in **Appendix 1**.

2.17. Quality of Service

2.17.1. Ensures that the Services provided under the Agreement are of high quality and conform to the Specifications outlined in **Section 2** of the Invitation to Tender.

2.17.2. Institute strict procedures for the prevention of cross-infection.

2.18. Standard of Procedure (SOP)

2.18.1. Hand Washing

- Hands washing can minimize micro-organisms on the hands when there is contact with blood, body fluids, secretions and excretions
- Personnel should wash their hands using soap and water:
 - After handling, collection and transporting domestic waste

- Immediately after removing gloves

2.18.2. Use of Personal Protective Equipment (PPE)

- The use of PPE provides a physical barrier between the microorganism and the personnel/user
- PPE prevents the eyes, hands, clothing and shoes from contaminations of microorganism as well contact of blood or body fluid that may contain infectious agents
- PPE includes:
 - Thick gloves (rubber) – should be of sufficient thickness to minimize sharp injuries
 - Mask
 - Protective eye wear
 - Plastic apron – must be of single use and fluid repellent
 - Boots (rubber)

2.18.3. Collecting, Handling and Transporting

- All personnel should wear PPE when collecting and transporting domestic waste
- All personnel need to be aware they are at risk from sharps and other instruments
- Wheeled trolleys should not have any sharp edges that could damage waste bags during loading and unloading
- Trolleys should be covered during transport from the storage area to the municipal dumping area
- Trolleys should be cleaned and disinfected daily with appropriate disinfectant (chlorine releasing agent – Clorox 1:10)

2.18.4. Prevention from sharps injuries

- Personnel must use thick gloves (rubber) for the task of handling all domestic waste
- Personnel must use suitable tools e.g. tongs to pick up needles or visible sharp objects

2.18.5. Management of needle stick injury

- Immediately stop what you are doing and attend the injury
- Encourage bleeding by squeezing
- Do not suck
- Wash well under running water
- Dry and apply water proof dressing
- Inform supervisor
- Contact infection control nurse
- Fill in 'the notification incident form'
- Tetanus toxoid (to be given at A&E Department)
- Refer to Occupational Health Division

Note: if accident happens after office hours, attend the A & E Dept for management and see infection control nurse the following day.

2.18.6. Environmental Cleaning

- Cleaning shall be done daily with soap and water
- Pour prepared solution of Clorox 1:10 dilution (1 part of Clorox to 9 parts of water mixture) onto spill e.g., blood & body fluids and leave for 5 minutes)
- Wash hands with soap and water after removing glove

3. CONTRACT PRICE AND PAYMENT

- 3.2. The Government shall be entitled to **deduct** payment due if it does not meet the requirement to the specifications outlined in **Section 2**.
- 3.3. The Company shall submit the invoice of the previous month on the first week of each month, with attendance sheets of their employees and other relevant

documents, verified by the **Operational Officer** of the Centres. All claims shall be addressed to the **Operational Officer** of the Centres.

Operational Officer
Rimba Dialysis Centre
Simpang 253-56, Jalan Tungku Link
Bandar Seri Begawan 3119
Negara Brunei Darussalam
Tel: 2457694 ext 142

3.4. **Non-Conformance Report (NCR)** will be sent to the Company if the quality of work is proven to be unsatisfactory. The Centres are entitled to make deductions based on Joint Inspections and compliance, with regards to the amount payable to the Company. The deductions will be based on the following categories:

Average monthly performance	Payment Due	Payment Due	
		After 2 nd Warning	After 3 rd Warning
80% - 100 %	100 %	80 %	50 %
70% - 79 %	100 %	80 %	50 %
60% - 69%	90 %	70 %	50 %
50% - 59%	50 %	30 %	15 %
Below 50%	30%	10%	5 %

3.5. Deduction of payment will continue and will be adjusted accordingly based on performance and compliance in the quality of works acceptable by the Centers and the allocations of cost as stated in **Clause 4** and **Schedule D**.

4. COMPLIANCE

- 4.1. The Company shall comply with the provisions of this Contract and all applicable laws and regulations.
- 4.2. The Company shall perform all Domestic Waste Collection and Disposal Services in conformance to all relevant requirements, guidelines, manuals and standards provided.
- 4.3. Performance matrix as in **Schedule D** is provided for evaluation purposes. The performance of the Company shall be evaluated by Operational officer, twice a month.
- 4.4. The Company shall ensure that the methods, procedures as well as tools and equipment (as per requirements, guidelines, manuals and standards provided) to

be used for the Services, meet the required standard of hygiene without causing any accidents, harm, nuisance or interference to the normal functioning of the areas concerned, notwithstanding the normal operating function of the cleaning equipment and processes.

4.5. On non-adherence to this clause, the Government shall send a written warning (NCR) to the Company. However, if the non-compliance continues, be it of the same or different matter, the Government shall be entitled to make deductions on the overall monthly charges based on the following categories:

NON-COMPLIANCE (Number of times in a month by location/ area)	PAYMENT DUE (Monthly charges)	REMARKS
One	100%	<ul style="list-style-type: none"> • Operational officer will send a written warning • Company should still comply to the said agreement from both parties (Government and Company) as of date and time. • If unable to comply with the agreed date and time, then will proceed to second stage, which is to deduct 20% of the charges according to locations/areas specified. Nonetheless, the Company should still proceed with the earlier agreement.
Two	80%	<ul style="list-style-type: none"> • Even though Company already rectified within the specified date and time (of the first and second non-compliances), 20% deduction of the overall monthly charges will still apply. • Failure to comply with the agreed date and time for the second time then will proceed to third stage that is to deduct 50% according to locations/areas specified. Nonetheless, the Company should still proceed with the earlier agreement.
Three or more	50%	Automatically deduct 50% according to locations/areas specified.

4.6. The non-compliance with provisions sets out in the Contract or within the license shall lead to regulatory measures, to remedy the failure within a specified period of time and/or penalties.

- 4.7. Repetitive failure to comply within the Contract or license obligations shall lead to suspension or termination of the Contract as may be decided by the Government.
- 4.8. Once the contract come into force, the Company shall be given a period of three months to comply with the provisions within the Contract or as expressly agreed in writing by the Government.
- 4.9. The Company shall exhaust all possible methods of cleaning of bad or stubborn stains on surfaces to the satisfaction of the Centre's in any cases of stubborn stain could not be removed, the Company shall prepare Condition Appraisal and submit to Operational Officer. However, building finishes shall be preserved with care by using the right chemicals, materials, tools and methods at all times.

5. RIGHT TO APPOINT OTHER VENDORS

- 5.1. The Centers reserves the right to engage other vendors to provide the Services if the Agency fails to perform in full compliance with the contract.
- 5.2. The government shall be entitled:
 - 5.2.1. To terminate the Agency; and/or
 - 5.2.2. To obtain the same or similar services from another vendor through the Agency and all expenses are borne by the Agency; and/or
- 5.3. In any circumstances, the Agency is unable to obtain similar services from another vendor and required the Centres to manage, an administration charge of **3 percent (3%)** from the given service cost by other vendor shall apply. In addition to this, all expenses incurred shall be borne by the Agency.
- 5.4. These remedies are without prejudice to **Clause 4** and all other rights that the government has.

6. CLAIMS

- 6.1. Submit invoice comprises of itemized billing for **2.4.1 & 2.4.2** on a monthly basis and address respectively to: -

**Chief Executive Officer
Department of Renal Services**

**1st Floor, Rimba Dialysis Centre
Simpang 253-56, Jalan Tungku Link
Bandar Seri Begawan BB3119
Tel: 2457694 ext 413**

SCHEDULE B
DAILY COLLECTION

SCHEDULE B - Form B1
DAILY ATTENDANCE COLLECTION
Rimba Dialysis Centre

No.	Date	Day	Time	Sign
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Checked by:

Name: _____

Designation: _____

SCHEDULE B - Form B2
DAILY ATTENDANCE COLLECTION
Kiarong Dialysis Centre

No.	Date	Day	Time	Sign
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Checked by:

Name: _____

Designation: _____

**SCHEDULE C
CHECKLIST**

SCHEDULE C - Form C1

CLEANING CHECKLIST - DAILY

Rimba Dialysis Centre

Date: _____

Item	Job Description	Time	Yes	No
			√	x
1	Disinfected			
2	Floor - Sweeping			
3	Walls /Ceiling - Spot Cleaning/Dusting			

Checked by:

Name:

Designation:

SCHEDULE C - Form C2

CLEANING CHECKLIST - DAILY

Kiarong Dialysis Centre

Date: _____

Item	Job Description	Time	Yes	No
			√	x
1	Disinfected			
2	Floor - Sweeping			
3	Walls /Ceiling - Spot Cleaning/Dusting			

Checked by:

Name:

Designation:

SCHEDULE D
PERFORMANCE MATRIX

SCHEDULE D

Performance Matrix

No	Performance Indicators	Expected Level	Measurement protocol	Penalty in case of non-compliance
1	Daily collection of domestic waste and disposal service from Centre between 5.00 pm - 6.00 pm (or the time fixed by the authorized officials)	100% of time	To be verified from Form A	3% of the total monthly invoice
2	Cleanliness of the collection point (Odour and stains)	At least 90% of time within a month	To be verified from Form B / inspection	3% of the total monthly invoice
3	Quantity of Waste Receptacles (capacity of 1100 liters with wheels roll-up lid)	Rimba Dialysis - 6 Units Kiarong Dialysis - 4 Units	To be verified based on inspections	3% of the total monthly invoice

SCHEDULE E - UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

1. My attention has been drawn to the *Official Secrets Act* (Chapter 153) and in particular to Section 5 thereof which related to the safeguarding of official information.
2. I understand and agree that all official information acquired by me in the course of my work in connection with agreement ref: _____ is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly "need-to-know" basis.
3. I shall ensure that any other person who is authorized by me to have access to any official information shall similarly sign an undertaking to safeguard official information.
4. In undertake to return any document received from the government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam, any other copies made or reproduced from such document or part thereof whenever required by the government.
5. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the *Official Secrets Act*.

Signature	Full Name in BLOCKS	NRIC No./ Passport No.
-----------	---------------------	------------------------

Designation	Name of Company	Date
-------------	-----------------	------

Signature Of Witness	Full Name in BLOCKS	NRIC No./ Passport No.
----------------------	---------------------	------------------------

Address:

Date: _____

SCHEDULE F - TENDER FORM

To:

TENDER REFERENCE NO: _____

**INVITATION TO TENDER FOR DOMESTIC WASTE COLLECTION AND DISPOSAL SERVICE FOR
RIMBA DIALYSIS CENTRE & KIARONG DIALYSIS CENTRE,
DEPARTMENT OF RENAL SERVICES FOR A PERIOD OF ONE (1) YEAR**

TENDER OF (*name of Supplier*) : _____

Company/Business Registration No : _____

Tender Closing Date : _____

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
DEPARTMENT OF RENAL SERVICES					
1	Rimba Dialysis Centre	Lot			
2	Kiarong Dialysis Centre	Lot			
	Total Daily Contract Amount				
	Total Overall Contract Amount for 1 years (x 365)				

Note: The Company shall ensure that any matters concerned the above services are to be communicated directly to the relevant Management (Management of Department of Renal Services depending on the affected locations including pricing, claims/payment and collection schedule.

We offer and undertake on your acceptance of our Tender to supply and deliver the above-mentioned services in accordance with your Invitation to Tender.

1. 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.
2. 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 Government and us.
3. OUR OFFER IS VALID FOR **TWELVE (12)** CALENDAR MONTHS FROM THE TENDER CLOSING DATE.
4. When requested by you, we shall extend the validity of this offer.
5. We further undertake to give you any further information which you may require.

Dated this _____ day of _____ 202__

Tenderer's official stamp:

Signature of authorised officer of Tenderer

Name :

Designation :

Appendix 1 - Periodic Cleaning Timetable

Project Schedule (Bins with Wheels Roll-Top Lid)																															
General Work - Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Disinfected (Daily)	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Floor																															
Sweeping (Daily)	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Walls/Ceiling																															
Spot Cleaning / Dusting	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
WEEKLY																															
Clean Container - Weekend Weekly)							√								√							√							√		
MONTHLY																															
Spray High Pressure Water Jet (Monthly)	Monthly Schedule																														
Floor																															
Scrubbing (Monthly)	Monthly Schedule																														
Sweeping (Monthly)	Monthly Schedule																														
Walls/Ceiling																															
High Dusting	Monthly Schedule																														

Month / Year : _____

Checked by : _____
Name : _____

Desinated : _____

Appendix 2

NON-CONFORMANCE REPORT (NCR)		
SECTION 1		
1.Contract Title		4.Date:
2. Contract Reference		5.NCR Number/year:
3.Company Name		6. Department / Area:
SECTION 2		
7. Reported from: <input type="checkbox"/> Inspection <input type="checkbox"/> Complaint/Feedback <input type="checkbox"/> On the Spot <input type="checkbox"/> Others:		
8.Non-Conformance Classification: <input type="checkbox"/> Health & Safety <input type="checkbox"/> Personnel <input type="checkbox"/> Equipment and supplies <input type="checkbox"/> KPI		
9. Risk Rating: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
10.Site/place:		
11.Reported by:		
12. Description of non-conformance:		
13.Photo /video:		
SECTION 3		
Corrective/Preventive Action (to be filled and return by respondent)		
14. Description of Immediate Actions /Corrective Actions:		
		15.Completion date & time:
16.Description of Preventive Action (to prevent recurrence):		
17.Approved by:	18. Accepted by:	19.Date:
SECTION 4 (for office use)		
Final Review & Closing Out of Report		
<input type="checkbox"/> Above actions implemented satisfactorily, report is CLOSED.		
<input type="checkbox"/> New NCR issued. Reasons:		
Other Comments:		
20. Reviewed by and Signature:	21.Date:	