

INVITATION TO TENDER

TENDER REFERENCE NO: _____

INVITATION TO TENDER FOR THE PROVISION OF MAINTENANCE SERVICES FOR ALCON EQUIPMENT FOR THREE (3) YEARS

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: (state date of advertisement in the Pelita Brunei)

1. **THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-
PERTUAN OF BRUNEI DARUSSALAM**, represented by the Ministry of Health invites Tenders for *The Provision of Maintenance Services for Alcon Equipment for Three (3) Years*.
2. This Invitation to Tender is comprised of the following:

Section 1: Instruction To Tenderers
Section 2: Specifications
Section 3: Forms to be Used
Section 4: Contract
3. Interested Tenderers may obtain the Invitation to Tender upon payment of a non-refundable Tender Document Fee of **B\$200.00** payable to "The Government of Brunei". Payment is to be made at **Account Section, Ground Floor, Ministry of Health, Commonwealth Drive, Jalan Menteri Besar, Bandar Seri Begawan BB3910, Brunei Darussalam**.

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form with **Rudy bin Hj Harun or Hajah Syazwani Azah binti POKSKDSS Hj Abu Bakar, Biomedical Engineering Services, Department of Healthcare Technology, Ministry Of Health, Negara Brunei Darussalam**.

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form with **The Chairman, Mini Tender Board, Ministry of Health, Commonwealth Drive, Jalan Menteri Besar, Bandar Seri Begawan BB3910, Brunei Darussalam**, not later than (state time) on (state date).

SECTION 1

INSTRUCTIONS TO TENDERERS

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SECTION 1

INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for **THE PROVISION OF MAINTENANCE SERVICES FOR ALCON EQUIPMENT FOR THREE (3) YEARS.**

2. INTERPRETATION

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

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

“Government” means the Government of His Majesty the Sultan and Yang 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;

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

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

“Services” means the services to be provided by the Tenderer as described in **Section 2** 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 Authorised dealers / suppliers / agents / distribution of medical equipment and registered with the Ministry of Health are eligible to participate in this Invitation To Tender.

3.2 Tenderers are required to submit their Company’s Certificate of Incorporation or Firm’s Certificate of Registration, as applicable, with their Tender proposal.

4. CONFIDENTIALITY

4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, be disclosed in whole or in part to any third party, or to any employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender.

4.2 The Government may require any unsuccessful Tenderer to return any specification, plans, patterns, samples or instructions issued by the Government.

- 4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153) which relates to the safeguarding of official information.

5. FORM OF CONTRACT

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

6. SUBMISSION OF TENDER

- 6.1 All Tenders shall be submitted in a form which satisfies the following requirements:
- 6.1.1 the Tender must be in English;
- 6.1.2 each page must be numbered consecutively;
- 6.1.3 whenever possible, the Tender submitted **should not exceed A4 paper size**; and
- 6.1.4 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. **loose leaf binding is not acceptable**).
- 6.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.
- 6.3 The Tender, including the Tender Form and all other accompanying documents are to be put in an envelope, sealed and must be submitted in **three (3) sets** made up of **one (1)** original and **two (2)** duplicates. All sets shall be bound and clearly labelled as ORIGINAL, DUPLICATE ONE and DUPLICATE TWO etc. respectively. All Tenders must be addressed to:

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

6.4 The envelope containing the Tender:

- (a) shall **not** bear the name or address of the Tenderer, and
- (b) shall **have** on its **top left-hand** :
 - (i) the Tender number;
 - (ii) and the words
"DO NOT OPEN BEFORE 2.00 p.m., On Tuesday 2026"; and
 - (ii) the closing date and time of the Tender.
- (c) shall bear the following description of the project, namely:

"MAINTENANCE SERVICES FOR ALCON EQUIPMENT FOR THREE (3) YEARS"

6.5 For the ORIGINAL:

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

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

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

7. VALIDITY PERIOD OF TENDER

7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of twelve (12) months from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

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

8. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

- 8.1 The Government reserves the right to issue amendments or additions to these Invitation To Tender at any time before the Tender Closing Date. Any such amendment shall be numbered, dated and issued by the Government Project Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing date.
- 8.2 The Government will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding such amendments or additions to the Tenderers' address as advised by the Tenderer in the **Invitation To Tender Acknowledgment Form**. The said form shall be in the format set out in **Appendix 1** to these Instructions to Tenderers. It is a condition of this Invitation To Tender that any amendment or addition forwarded by the Government to the Tenderer in accordance with this clause shall be deemed to have been duly given if this information is forwarded to such address.

9. WITHDRAWAL OF TENDER

- 9.1 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

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

11. SUFFICIENCY OF TENDER PRICE

The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the supply and delivery 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:

*Mr Rudy bin Hj Harun/
Ms Syazwani Azah binti POKSKDSS Hj Abu Bakar
Department of Healthcare Technology
Ministry of Health
Negara Brunei Darussalam*

Telephone no: 2381137

- 12.2 The Government will endeavour to provide any clarification as soon as possible. Each and every request for clarification (without any details as to who they are from), together with the relevant clarification, shall be distributed to all Tenderers.
- 12.3 The Government will NOT accept any request for clarification that is submitted within seven (7) days prior to the Tender Closing Date.

13. OWNERSHIP OF TENDER DOCUMENTS

- 13.1 By submitting a Tender, the Tenderer:
- 13.1.1 licences the Government to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and
 - 13.1.2 acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.
- 13.2 The Government acknowledges that, subject to Clause 13.1 above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

14. TENDER CLOSING DATE

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

15. LATE TENDERS

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

16. TENDERERS TO INFORM THEMSELVES

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

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

16.1.2 in preparing its Tender:

- (a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender; and
- (b) made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Tenderer's obligations under the Contract; and
- (c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Government **except** where such warranty or representation is contained in this Invitation To Tender or made through the processes specified by these Instructions To Tenderers; and

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

17. SUB-CONTRACTORS

- 17.1 To assist the Government in its evaluation of any Tender, where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer

shall state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor. In addition, the Tenderer shall provide information about each sub-contractor as required by **section 2**.

18. ERRORS IN TENDERS

- 18.1 Tenderers are advised to study this Invitation To Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.
- 18.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.
- 18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as the Government considers necessary for such purpose.
- 18.4 If the Tenderer fails to make the alterations as directed by the Government and/or fails to do so within the time set by the Government, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.
- 18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.7 If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in Clauses 18.3 and 18.5 above and wishes to lodge a correction or additional information, it can *only* do so if:
 - 18.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
 - 18.7.2 the correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material way. Any omission or addition which is deemed by the Government to alter the original Tender in a material particular, the Tender shall be rejected without any liability whatsoever on the part of the Government.

19. CLARIFICATION OF TENDERS BY GOVERNMENT

19.1 At any stage during the evaluation phase, the Government may:

19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or

19.1.2 call for interviews with Tenderers; or

19.1.3 request Tenderers to provide additional information in writing;

19.1.4 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.

19.2 Where requested to clarify any matter contained in the Tender or to provide additional information or sample, Tenderers shall provide such sample and/or clarification and/or additional information in writing at the time and place stipulated by the Government. Failure to comply with any such request may result in the Tender being excluded from further consideration.

19.3 In the event that any clarification, additional information, sample, presentation or site inspection is requested from a Tenderer by the Government, the Tenderer shall provide such clarification, additional information, sample, presentation or site inspection at no cost to the Government whatsoever.

20. CONDUCT OF TENDERER

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

21. CANVASSING

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

22. EXPENSE OF TENDERER

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

23. INVALID TENDERS

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

24. ACCEPTANCE OF TENDER

- 24.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefore.
- 24.2 When accepting the Tender, the Government may accept the whole or any part(s) of the Tender in which event, the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Tender.
- 24.3 The successful Tenderer or Tenderers is required to sign a written agreement stipulated in Section 4 of this Invitation To Tenderer. In the event that the Tenderer is a duly authorised agent, the formal agreement is to be executed with the principal.
- 24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.
- 24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

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

26. PERFORMANCE BOND

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

27. 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 **Form A – Tender Form**, in the format set out in **Section 3** to this Invitation To Tender;

- 27.1.2 **Form B – Information Summary**, a summary containing information about the company's management, experience(s) in providing the services specified in this Invitation To Tender and other relevant information;
 - 27.1.3 **Form C – Sub-contracts**, as required under Clause 17 above;
 - 27.1.4 **Form 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 **Form E – References**, containing a list of organisations or government agencies to whom the Tenderer has supplied / is supplying the Services specified in this Invitation To Tender;
 - 27.1.6 **Form F – List of Manpower Allocation**, containing information about the Tenderer's personnel to be allocated for this Tender;
 - 27.1.7 **Form G – Declaration**, containing a declaration by the Tenderer that the Tenderer or any member of the Tenderer's family does not have any interest in other companies competing for the same tender;
 - 27.1.8 **Form H – List of Equipment, Sites and Maintenance Charges**, in the format set out in **Section 3** of this Invitation To Tender;
 - 27.1.9 **Form I – List of PPM Kits**, in the format set out in **Section 3** of this Invitation To Tender; and
 - 27.1.10 **Form J – List of Spare Parts and Price**, in the format set out in **Section 3** of this Invitation To Tender.
- 27.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

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

29. EVALUATION OF TENDER

Evaluation Objective

- 29.1 Tenderers must note that the Government will award the Contract to the Tenderer

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

Evaluation Process

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

Shortlisting

- 29.3 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.
- 29.4 If the Government performs such a shortlisting exercise, then Government may exclude from further evaluation and consideration Tenders which are not included on the shortlist. The Government may at any time and in its sole discretion, include on the shortlist any Tender which was not initially included on the shortlist.

Enquiries of Referees And Others

- 29.5 Tenderers should note that the Government may make enquiries of any person, company or organisation to ascertain the suitability of the Tender and the Tenderer.
- 29.6 This may include, but is not limited to, the confirmation of any information provided in the Tender. Should the Government decide to approach a current or former customer of the Tenderer that has not been included in the list of references, the Government will notify the Tenderer of such action.
- 29.7 Information obtained pursuant to these enquiries an information supplied by referees and other persons may be taken into account by the Government when evaluating Tenders.

APPENDIX 1

ACKNOWLEDGMENT OF INVITATION TO TENDER

TENDER REFERENCE NO: _____

**INVITATION TO TENDER FOR THE PROVISION OF MAINTENANCE
SERVICES FOR ALCON EQUIPMENT FOR THREE (3) YEARS**

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 authorised 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 _____, 20__

Tenderer's official stamp:

Signature of authorised officer of Tenderer

Name:

Designation :

FOR OFFICE USE

Amount paid: _____

Date of receipt: _____

Receipt No: _____

Officer: _____

TENDER REFERENCE NO: _____

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Section 2

SPECIFICATIONS

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SPECIFICATIONS FOR THE PROVISION OF MAINTENANCE SERVICES FOR ALCON EQUIPMENT FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

- Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of maintenance services (hereinafter referred to as “Maintenance Services”) for Alcon Equipment (hereinafter referred to as the “Equipment”) for a period of three (3) years.
- The purpose of this Tender are:
 - To improve the Equipment’s uptime;
 - To minimise and prevent Equipment breakdown during operation;
 - To maintain the quality of results; and
 - To prolong the Equipment’s lifespan.
- The Equipment is currently being used in all Government hospitals, health centres and clinics in Brunei Darussalam daily during Government working hours of 7.45am – 12.15pm and 1.30 pm – 4.30 pm. The Equipment is also used after such working hours.

2. LOCATION

- The location of the Equipment is as listed out in Schedule A “LIST OF EQUIPMENT AND SITE LOCATION”.

3. SCOPE OF WORK

- The Tenderer shall provide Maintenance Services for the Equipment inclusive of all necessary spare parts, replacement parts and material to ensure that the Equipment is kept in good working order and condition.
- The Maintenance Services consist of the following:
 - Preventive maintenance
 - Corrective maintenance
- The Tenderer is also required to carry out “Special Service Calls” at no additional charge, when requested by the Government. Special Service Calls shall be carried out at any time and required the Tenderer to check that the Equipment at a specified site is in good working order and condition. The Tenderer is also required to be on stand-by during these Special Service Calls.

3.1 Preventive Maintenance

- Scheduled or planned preventive maintenance on the Equipment during Government working hours [7:45 am – 12:15 pm, 1:30 pm – 4:30 pm].
- Preventive Maintenance shall include cleaning, lubricating, inspecting, calibration and safety procedures designed to help in reducing product failure

and to verify good and safe operating condition. The Tenderer will endeavour to rectify any identified problems.

- Preventive Maintenance shall be performed every six (6) months in accordance with the procedures specified in the manufacturer's service manuals. Preventive maintenance shall be completed within one (1) day from the time the service engineer arrives at the specified site.
- The successful Tenderer shall submit to the Government a maintenance servicing schedule in accordance with these manuals, which may be amended from time to time, by mutual agreement, in writing. The schedule shall be submitted two (2) weeks within signing the Agreement in Section 4 of this Invitation to Tender.
- If the Tenderer fails to perform the Preventive Maintenance according to the servicing schedule, there shall be a deduction charge from the annual Maintenance Service charges of five percent (5%) for the affected Equipment for each week of delay of failure and pro-rata for parts of a week.

3.2 Corrective Maintenance

- The Tenderer shall also perform corrective maintenance on the Equipment including its accessories.
- This service shall be provided free of charge to the Government with unlimited breakdown calls per year.
- Corrective maintenance shall be performed **AT ANY TIME (inclusive of public holidays)** upon notification by the Senior Biomedical Engineer / Medical Equipment Maintenance Officer or his representatives.
- The Tenderer shall dispatch his service engineer to a site specified by the Senior Biomedical Engineer / Medical Equipment Maintenance Officer or his representative **within 30 minutes for Brunei-Muara and Tutong districts** and **within 90 minutes for Kuala Belait and Temburong districts** after being notified in writing or telephone that the Equipment is inoperative. The service engineer shall complete any repair or replacement of parts within one (1) day from the time the service engineer arrives at the specified site.
- If the Tenderer fails to perform the Corrective Maintenance for any of the Equipment listed out in Appendix A within the specified downtime, there shall be a deduction charge from the annual Maintenance Services charges of five percent (5%) for the affected Equipment for each week of delay or failure and pro-rata for parts of a week.

4. EXCLUDED SERVICE

- The following services shall not be included in the scope of Maintenance Services:
 - Painting or refinishing of the Equipment or supplying materials thereof;
 - Repairs of equipment, accessories or facilities other than the Equipment listed in Schedule A, or supervision thereof.

- Supply of storage media or consumables.

5. REPLACEMENT OF PARTS

- Where any of the Equipment in Schedule A is found or reported to be in need of repairs, the Tenderer shall seek the replacement parts from, and with the approval of, Biomedical Engineering Section. The technical officer in-charge of that particular Equipment may issue written approval for the replacement of any part of the equipment after the Tenderer has submitted the Service Reports of that particular Equipment.

6. SPARE PARTS

- The Tenderer shall submit a list of all parts or items recommended by the manufacturer to be replaced during Preventive Maintenance in the format set out in **FORM I** of **Section 3** in this Invitation To Tender. These parts or items shall be free of charge to the Government.
- The Tenderer shall also quote the prices of the most common spare parts expected to be needed during breakdowns in the format set out in **FORM J** of **Section 3** in this Invitation To Tender. This list shall be quoted in Brunei Dollars inclusive of duties and taxes, and to be maintained for a period of three (3) years. However, the Government is not obliged to purchase these parts from the Tenderer.

7. RESPONSE TIME

- The Tenderer shall guarantee a response time of:
 - **30 minutes or less** for Brunei Muara and Tutong districts; and
 - **90 minutes or less** for Belait and Temburong districtsto arrive on-site for locally stationed service personnel. On receipt of a request for breakdown service call, the Tenderer shall dispatch a suitably qualified Service Engineer to the specified site and will complete any repair or replacements of parts within one (1) day from the time the Service Engineer arrives at the site.
- Where the Tenderer requires a more specialised personnel who is located outside Brunei Darussalam, the Tenderer shall dispatch a suitably Service Engineer to the specified site within 72 hours upon receipt of a request for breakdown service call and complete any repair or replacement of parts within two (2) days from the time the Service Engineer arrives at the site.
- In the event the Tenderer fails to meet the response time, a deduction charge will be made at the rate of fifty Brunei dollars (\$50.00) for each hour of delay or failure.

8. SERVICE PERSONNEL

- The Maintenance Services must be performed by qualified factory trained service personnel. Training certificate(s) or a letter of certification from the manufacturer must be attached during submission of tender documents.
- The Tenderer shall list out the personnel to be engaged to perform the Maintenance Services in the format set out in **FORM F** of **Section 3** of this Invitation To Tender.
- The Tenderer shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.
- The Government reserves the right to remove, reject or replace any persons employed by the Tenderer, who in the opinion of the Government is not competent to execute the Maintenance Services, and shall direct the Tenderer to replace such person/s.
- All costs of airfare and accommodation of the Tenderer's personnel not locally stationed shall be borne by the Tenderer.
- **ALL** personnel employed by the Tenderer shall be neatly and properly attired in uniforms.
- The Tenderer, its employees, agents and sub-contractors shall be required to carry and wear their identification names / passes when performing the Maintenance Services.

9. ENGINEERING IMPROVEMENTS AND MODIFICATIONS

- The Tenderer shall make engineering improvements and modifications to the Equipment as recommended by the manufacturer. Such changes will be at no charge to the Government if they are done at the same time as preventive maintenance or coincident with corrective maintenance services.

10. CONTRACT PRICE AND PAYMENT

- The Tenderer shall quote the cost of an annual service contract which shall consist of the maintenance services charges and the cost of parts replaced (if any), upon receipt of:
 - One (1) original invoice;
 - One (1) duplicate invoice; and
 - A detailed Maintenance Service Report, inclusive of test and measurement results, in accordance with the maintenance procedures/standards specified in the Equipment service manuals.
- The Tenderer shall submit the invoice of the previous month **on the first week of each month**. All claims shall be addressed to:

THE PERMANENT SECRETARY
MINISTRY OF HEALTH

BRUNEI DARUSSALAM

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

11. LOG BOOKS AND REPORTS

- A record of the work done on each maintenance visit shall be noted in a maintenance and repair log book ("the Log book") by the Tenderer for each of the Equipment listed out in Schedule A.
- The Log book must show the following information:
 - document each incident of Equipment defect or malfunction;
 - date, time and duration of work performed on the Equipment; and
 - a description of the reason for the work down (whether preventive maintenance or corrective maintenance)
- Completion of the maintenance visit shall be confirmed in writing by the Biomedical Engineer or Medical Equipment Maintenance Officer.
- The Log book must be available for inspection by the Government at any time.
- The Tenderer shall also submit Maintenance Service Reports in a format acceptable to the Government and shall include the following information:
 - the Equipment's reference number;
 - the job number;
 - the date the job was completed;
 - date, time and total time the Equipment is made unavailable to the Government;
 - the name of Tenderer's technician/personnel responsible for carrying out the job; and
 - the comments of the person requesting the Maintenance Service.

12. LOCAL TRANSPORTATION

- It is the responsibility of the Tenderer to arrange his own transport for his service engineers.

13. INSURANCE

- The Tenderer shall warrant that he will maintain at his own expense, comprehensive general liability, errors and omissions, workers' compensation, public liability, property damage and automobile liability insurance. Upon request by the Government, the Tenderer shall furnish certificates showing that such insurance is in effect and will not be cancelled or changed in the absence of a prior 30-days' written notice to the Government.

14. ADDING OR DELETING EQUIPMENT

- The Government reserves the right to add or delete any Equipment listed in Schedule A as it may purchase or dispose of some equipment from time to time during the period of the agreement. Any changes to the list shall be notified in writing to the Tenderer.

SCHEDULE A – LIST OF EQUIPMENT AND SITE LOCATION

No.	Description	Brand	Model	S/N	Location
1	Phacoemulsifier	Alcon	Centurion	1403781401X	RIPASH
2	Vitrectomy machine	Alcon	Constellation	1802981701X	RIPASH

Section 3

FORMS TO BE USED

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FORM A – TENDER FORM

TENDER FORM

To:

TENDER REFERENCE NO: _____

INVITATION TO TENDER FOR THE PROVISION OF MAINTENANCE SERVICES FOR ALCON EQUIPMENT FOR THREE (3) YEARS

TENDER OF *(name of tenderer)*

Company/Business Registration No: _____

Tender Closing Date _____

No.	Description	Total Price B\$ (Per Year)	Total Price B\$ (For Three Years)
1	Preventive Maintenance Services		
2	Others:		

1. We offer and undertake on your acceptance of our Tender to provide the above mentioned services in accordance with your Invitation To Tender.
2. Our Tender is fully consistent with and does no contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
3. We shall execute a formal agreement in the appropriate form set out in Section 4 “Contract” of the Invitation To Tender together with such further terms and conditions, if any, agreed between the Government and us.
4. OUR OFFER IS VALID FOR **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 2026

Signature of authorised officer of Tenderer

Name:

Designation:

Tenderer's official stamp

FORM B – INFORMATION SUMMARY

2.1 Tenderers shall provide in this Schedule the following information:

(a) Management summary

(b) Company profile (including Contractor and sub-contractor(s), if any)

(c) Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:

- *Provision of maintenance services for Alcon Equipment*

(d) Other information which is considered relevant

FORM C – 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)				

FORM D – 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).

FORM E – 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

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

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

- 5.2 The Ministry of Health shall treat all the information submitted under this schedule in strict confidence.
- 5.3 The Ministry of Health reserves the right to contact the references for tender assessment purposes.

FORM F – LIST OF MANPOWER ALLOCATION

Tenderers are required to complete this form.

If personnel nominated below should become unavailable at any time during the contract, the Tenderer will provide a person of equivalent qualification/experience as a substitute.

1. Project Manager

Nominate the person who will have direct control of the project. The project manager is expected to attend all meetings and to handle all communications with other parties regarding the project.

Name:

Qualification:

Experience:

Languages:

2. Engineer/Supervisor

Nominate the principal person who will be full-time on site when the work is carry out.

Name:

Qualification:

Experience:

Languages:

3. Manpower Requirements

Estimate the minimum manpower requirements for this project and will be full-time on site when the work is carry out.

<i>Position</i>	<i>No. of Men</i>
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF PERSONNEL AND TELEPHONE NUMBERS

The Tenderer shall list below the names, IC numbers, trade classification/description, qualification and experience of engineers/supervisors and workmen who will be available to carry out preventive and corrective maintenance, repairs and other works as specified in tender documents.

Name	IC Number	Trade	Qualification	Experience

The following telephone numbers shall be used for reporting faults between 7.45 am to 4.30 pm as specified in these documents:-

Monday to Thursday and Saturday:

Public Holidays:

Other Means of Contact:

Signed:

Name:

For:

Address:

.....

Date:

FORM G – DECLARATION

7.1 Tenderers are required to complete and submit the Declaration form below.

DECLARATION FORM

TENDER REFERENCE : _____

TENDER TITLE : _____

That I, The owner / one of the
Owners of Company which
Participates in the above mentioned tender, hereby declare that I or any member of my family
do not have any interest in other companies competing for the same tender.

Signature & Company Stamp

FORM H – LIST OF EQUIPMENT, SITES AND PREVENTIVE MAINTENANCE CHARGES

No.	Description	Brand	Model	S/N	Location	PRICE BS (per PPM)	PRICE BS (2x PPM)
1	Phacoemulsifier	Alcon	Centurion	1403781401X	RIPASH		
2	Vitrectomy machine	Alcon	Constellation	1802981701X	RIPASH		

FORM I – LIST OF PPM KITS

Tenderers are required to list out Parts or PPM Kits for the equipment referred to in Form H, which are recommended by the manufacturer to be replaced during the preventive maintenance. All Parts or PPM Kits shall be **free of charge** to the Ministry of Health.

No.	Part Name	Part Number	Quantity

FORM J – LIST OF SPARE PARTS AND PRICE

Tenderers are required to provide a list price of the most common spare-parts expected to be needed during breakdowns. The price list shall be quoted in **BRUNEI DOLLARS** and maintained for a period of three **years**.

No.	Part Name	Part Number	Unit Cost BS

AGREEMENT

Between

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-
PERTUAN OF BRUNEI DARUSSALAM**
represented by Ministry of Health,
Brunei Darussalam

And

[]

For

Provision of Maintenance Services For Alcon Equipment For Three (3) Years

(Agreement Ref: _____)

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THIS AGREEMENT is made on the

202__

BETWEEN

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN
OF BRUNEI DARUSSALAM represented by Ministry of Health,

Bandar Seri Begawan, Brunei Darussalam (hereinafter
referred to as the "Government")

AND

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

WHEREAS the Contractor has agreed to maintain the Government's Equipment (as described and specified hereunder) upon the terms and conditions hereinafter contained.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:
 - 1.1.1 "BME" means the BioMedical Engineering Section, Department of Healthcare Technology, Ministry of Health;
 - 1.1.2 "Down Time" means the period starting from the Contractor's receipt of notice from the Government requiring the Contractor to deliver or provide the Maintenance Services until the rectification of the Equipment to its normal working;
 - 1.1.3 "Effective Date" means the date of signature of this Agreement by the parties;
 - 1.1.4 "Equipment" means the equipment together with related accessories as described and specified in **Schedule A**;
 - 1.1.5 "End-Users" means the Departments/Clinics/Laboratories who are users of the Equipment;
 - 1.1.6 "Maintenance Services" means the services to be provided by Contractor on the Equipment pursuant to **Clause 4**;
 - 1.1.7 "Response Time " means the period starting from the Contractor's receipt of a notice from the Government requiring the Contractor to deliver or provide the Maintenance Services to the arrival or commencement of the Maintenance Services at the Site(s);

- 1.1.8 "Sites" means the Government's premises in which the Equipment is installed and in use as specified in **Schedule A**.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.
- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.
- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. DURATION OF AGREEMENT AND CONTRACTOR'S UNDERTAKING

- 2.1 This Agreement shall commence on the Effective Date and subject to **Clause 14** shall remain in force thereafter for a period of **THREE (3) YEARS**.
- 2.2 In consideration of the payment by the Government of the Maintenance Charges in accordance with the provisions of **Clause 3** the Contractor undertakes to provide the Maintenance Services in respect of the Equipment upon the terms and conditions of this Agreement.
- 2.3 The Contractor further undertake to;
- 2.3.1 mobilize its manpower and resources (which shall include equipping its facility/workshop with the necessary tools and spares and setting up its site organization and office structure);
- 2.3.2 prepare and submit to the respective End-Users of the Equipment the Preventative Maintenance schedules for the Equipment;

2.3.3 take over the Equipment's manuals and maintenance records/logs,
within thirty (30) days of the Effective Date

3. MAINTENANCE CHARGES

- 3.1 The Maintenance Charges payable by the Government to the Contractor under this Agreement shall be as stated in **Tender Form A**.
- 3.2 The Maintenance Charges shall be firm and fixed throughout the duration of this Agreement and shall be inclusive of:
 - 3.2.1 the cost (including price and labour charges) of all spare parts (**except those spare parts which cost more than \$2,000.00 each**) incorporated into the Equipment pursuant to **Clause 4**,
 - 3.2.2 all travel, accommodation and subsistence expenses for the Contractor's employees (including the cost of time spent traveling) that may be incurred in the course of the provision of the Maintenance Services;
 - 3.2.3 all tools, software and/or equipment used by the Contractor to carry out its obligations under this Agreement; and
 - 3.2.4 the costs of relocating the Equipment pursuant to **Clause 10**.
- 3.3 The Maintenance Charges shall be levied by the Contractor every three (3) months in arrears and shall be supported by the relevant invoices and Maintenance Service Reports. Each invoice must state therein the Agreement Reference Number and title and a detailed statement (which must be verified and endorsed by the Government's or its representatives) of the charges and the services rendered.
- 3.4 Payment for any spare part installed into the Equipment pursuant to **Clause 4** (whether or not such spare part is listed in **Schedule B**) which costs more than Two Thousand Brunei Dollars (B\$2,000.00) each shall be on a 'as per claim' basis.
- 3.5 The Government reserves the right to remove any of the Equipment specified in **Schedule A** from the scope of this Agreement or add any new equipment to the said **Schedule A**. In either event, the claim for payment of Maintenance Charges pursuant to this **Clause 3** shall be adjusted accordingly.
- 3.6 Payment to the Contractor shall be made within forty five (45) days upon receipt of the invoice pursuant to **Clause 3.3**.

4. MAINTENANCE SERVICES

Preventive Maintenance Services

- 4.1 The Contractor shall make visits at the Sites every six (6) months in accordance with the Preventative Maintenance Services Schedule set out in **Schedule E** to test the functions of the Equipment and provide Preventive Maintenance Services on the Equipment in accordance with the procedures specified in the Equipment's Manufacturer's Service Manuals.
- 4.2 The Preventive Maintenance services provided by the Contractor pursuant to **Clause 4.1** shall include (but are not limited to):
 - 4.2.1 on-site inspection and testing by the Contractor of the Equipment; and
 - 4.2.2 the carrying out by the Contractor of such repairs, replacement of worn or marginally performing parts, cleaning, lubrication, calibration and adjustments of the Equipment as may be determined by the Contractor to be necessary as a result of the inspections or tests stated in **Clause 4.2.1**.

Corrective Maintenance Services

- 4.3 Upon receipt of a notification from the Government (which notification may be given at any time during the Coverage Period by the Senior Biomedical Engineer/Medical Equipment Maintenance Officer or his representatives) that the Equipment or any parts thereof have failed to perform in accordance with the Equipment's accompanying specification/manual, the Contractor shall make such repairs and adjustments to and replace such parts of the Equipment ("Corrective Maintenance") as may be necessary to restore the Equipment to operation in accordance with the Equipment's accompanying specification/manual within the Down Time specified in **Clause 4.9**.
- 4.4 All tools, software and/or equipment used by the Contractor to carry out its obligations under this Agreement shall not interfere with the normal operations of the Equipment.
- 4.5 Where the Contractor is unable to rectify any defect or malfunction within two (2) hours of the Contractor's engineer or technician (as the case may be) arriving at the Site(s), the Contractor shall immediately notify the Government giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and shall not by itself result in a waiver by the Government of any rights or remedies which the Government may be entitled.

Access, etc

- 4.6 The Government shall:
 - 4.6.1 grant the Contractor such access to the Site(s) as the Contractor shall from time to time reasonably require in order to perform the Maintenance Services; and

- 4.6.2 make available to the Contractor the Equipment and all necessary documentation and/or other information to enable the Contractor to properly diagnose any fault in the Equipment.

Cleaning up Sites

- 4.7 Following every visit to the Sites pursuant to this **Clause 4**, the Contractor shall at its own cost and expense, within a reasonable time, clear away and remove from the Sites all surplus materials and rubbish and leave the Sites clean and in workmanlike condition.

Response Time

- 4.8 The Response Time by the Contractor to any notification (whether written or oral) given by the Government pursuant to **Clause 4.3** shall be as follows:
- 4.8.1 in the case where the Equipment is located within the Brunei Muara and Tutong Districts, within thirty (30) minutes of such notification;
- 4.8.2 in the case where the Equipment is located within the Kuala Beliat and Temburong Districts, within ninety (90) minutes of such notification.

Down Time

- 4.9 Unless the provisions in **Clauses 4.10 and 4.11** apply, the Down Time of the Equipment during Preventive Maintenance Services and/or Corrective Maintenance Services shall in all cases not exceed twenty four (24) hours.

Replacement of Parts

- 4.10 In connection with the provision of Maintenance Services under this **Clause 4**, where a spare part is not listed in **Schedule B** or although listed in **Schedule B** costs more than Two Thousand Brunei Dollars (B\$2,000.00), the Contractor shall not use or install such spare part in the Equipment without the prior written approval of the Government.
- 4.11 All parts removed pursuant to this **Clause 4** ("the Removed Parts") shall be returned by the Contractor to BME with the relevant completed Work Service Report for verification and endorsement.

Excluded Service

- 4.12 The Maintenance Services shall not include the following:
- 4.12.1 the painting or refining the Equipment (including the supplying of materials for such painting or refinishing);
- 4.12.2 the repairs of equipment, accessories or facilities other than the Equipment listed in Schedule A, or the supervision of such repairs;

4.12.3 the supply of storage media or consumables.

5. MAINTENANCE SERVICE REPORTS AND LOGS

5.1 The Contractor shall provide the Government with written reports of all Maintenance Services calls and actions carried out (“the Maintenance Services Reports”) for each of the Equipment in the form prescribed by the Government. The Maintenance Service Reports shall include the following:

5.1.1 the Equipment’s reference number;

5.1.2 the job number;

5.1.3 the date the job was completed;

5.1.4 the time taken to complete the job (man hours effort) a description of action/procedure followed by a description of any materials used;

5.1.5 date, time and total time the Equipment is made unavailable to the Government;

5.1.6 the name of Contractor’s technician/personnel responsible for carrying out the job;

5.1.7 the comments of the person requesting the Maintenance Service.

5.2 The Contractor shall furnish the Government with the Maintenance Services Reports on a quarterly basis.

6. PERFORMANCE BOND

6.1 As security for the due performance of the Contractor’s obligations under this Agreement, the Contractor shall within ten (10) working days from the date of signing of this Agreement furnish or deposit with the Government a Performance Bond in favour of the Government in the amount of Five Thousand Brunei dollars (B\$5,000.00). The Performance Bond shall be in the form of a bank guarantee issued by a reputable bank in Brunei Darussalam acceptable to the Government and shall be in the form provided in **Schedule C**.

6.2 The proceeds of the Performance Bond shall be payable to or may be taken by the Government in deduction of any sum that are or may become payable by the Contractor to the Government or for which the Contractor is or may become liable to the Government under this Agreement or as compensation for the Contractor’s breach of any term of this Agreement or failure to complete or fulfill any of its obligations under this Agreement.

- 6.3 The Government's rights under **Clause 6.2** shall be in addition to the Government's right to claim damages or equitable remedies against the Contractor for any breach of any term of this Agreement or failure to complete or fulfill any of its obligations under this Agreement by the Contractor.
- 6.4 The Performance Bond shall be maintained by the Contractor in its full amount with effect from the Effective Date and shall have full force and effect until six (6) months after the expiry of this Agreement. Upon the expiry of the Performance Bond, the Government shall return the Performance Bond to the Contractor for cancellation.
- 6.5 If the Contractor fails to furnish or deposit the Performance Bond within the time stipulated in **Clause 6.1**, the Government shall be entitled by notice in writing to the Contractor to forthwith terminate this Agreement.

7. COVERAGE HOURS

The Coverage Hours for the Maintenance Services shall be from Mondays to Sundays (including public holidays) twenty four hours a day.

8. PERSONNEL

- 8.1 The Contractor shall use all reasonable endeavours to maintain continuity in respect of the key personnel listed in **Schedule F** ("the Key Personnel") for the duration of this Agreement. The Contractor shall not substitute any Key Personnel (unless such Key Personnel is unable to continue to provide the Maintenance Services for reasons such as illness, holidays or termination of employment with the Contractor) except with the Government's prior written consent which consent shall not be unreasonably withheld or delayed. All Key Personnel shall be equipped with appropriate telecommunication device (e.g. a pager/mobile phone) so that he/she is easily contacted by the Government.
- 8.3 The responsibility of the Key Personnel shall include:
- 8.3.1 responding in person to any requests made by the Government pursuant to **Clause 4.3**;
 - 8.3.2 monitoring the Response Time and Down Time;
 - 8.3.3 identifying recurring problems and recommending replacements when necessary;
 - 8.3.4 reviewing the status of all jobs with the BME staff;
 - 8.3.5 reviewing Maintenance Services Reports and the remedial actions to be taken.

- 8.4 The Government may require the Contractor to replace any Key Personnel or any person assigned or tasked by the Contractor to perform the Maintenance Services if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Maintenance Services or good personnel relations within the Government's organisation.
- 8.5 The Contractor shall ensure that all Key Personnel or any person assigned or tasked by the Contractor to perform the Maintenance Services comply with all relevant safety security and on-site regulations adopted and implemented from time to time by the Government for personnel working on the Government's premises.

9. SPARE PARTS

- 9.1 For the continued use and operation of the Equipment by the Government, the Contractor shall, subject to **Clause 9.4**, stock the spare parts specified in **Schedule B**. The price of those spare parts (which price shall remain firm and fixed for the duration of this Agreement) shall be as set out in **Schedule B**.
- 9.2 The Contractor warrants to the Government that the spare parts supplied pursuant to this **Clause 9** are free from defects in terms of workmanship and materials. If such defects are discovered within twelve (12) calendar months from the date such spare parts are put into the Equipment, the Contractor hereby undertakes that it shall at no charge to the Government replace the defective spare parts **EXCEPT** where such defects are attributable to the negligence of the Government.
- 9.3 All packing cases and materials used for the delivery of the spare parts to the Site(s) shall be removed from the Site(s) by the Contractor as soon as the spare parts have been unpacked and installed into the Equipment.
- 9.4 In the event that any spare part for the Equipment is no longer in production due to the obsolescence of the Equipment, the Contractor shall
- 9.4.1 furnish an official letter from the manufacturer confirming that the spare part sought by the Government is no longer in production; and
- 9.4.2 meet with the Government on a date to be mutually agreed to discuss the steps to be taken.

10. RELOCATION OF EQUIPMENT

- 10.1 The Government shall give the Contractor three (3) days written notice prior to the relocation of any Equipment.

- 10.2 Upon receipt of such notification and if so requested by the Government, the Contractor shall dismantle and pack the Equipment and thereafter install the Equipment at the new location.

11. DELAYS, ETC

- 11.1 Except where the provisions in **Clauses 13 and 11.5** apply, in the event that the Contractor's engineer/technician(s) is unable to perform the Maintenance Services to the satisfaction of the Government or fails to perform the Maintenance Services within the Down Time specified in **Clause 4**, the Government shall, in addition to its right to claim liquidated damages pursuant to **Clause 11.3**, have the right to:

11.1.1 engage another company to perform the Maintenance Services; and/or

11.1.2 send any sample that the Government is unable to analyse or examine due to the delay and non performance of the Maintenance Services by the Contractor to any other hospital or facility for analysis or examination.

- 11.2 In the event the Government exercises its rights pursuant to **Clause 11.1.1 or 11.1.2**, the Contractor shall pay for all charges incurred which the Government shall deduct from any Maintenance Charges due to or may become due to the Contractor under this Agreement. The Government will inform the Contractor of any actions taken for proper documentation and problem management.

- 11.3 Except where the provisions in **Clause 13 and 11.5** apply, if the Contractor:

11.3.1 fails to perform the Preventative Maintenance Services within the time specified in the Preventative Maintenance Services Schedule; or

11.3.2 fails to complete the Corrective Maintenance Services within the specified Down Time; or

11.3.3 fails to comply with the Response Time as specified in **Clause 4.8**,

the Contractor shall pay the Government as and by way of liquidated damages which shall be deducted by the Government from any Maintenance Charges due to or may become due to the Contractor under this Agreement for the costs the Government will incur as a result as follows:

11.3.4 for the failure or delay mentioned in either **Clause 11.3.1 or 11.3.2**, for each effected Equipment, the sum equivalent to five percent (5%) of the annual Maintenance Charges for the affected Equipment for each week of such failure or delay and pro rata for parts of a week;

11.3.5 for the failure or delay mentioned in **Clause 11.3.3**, for each of the affected Equipment, the sum of Fifty Brunei Dollars (B\$50.00) for each hour of such failure or delay.

- 11.4 The Contractor and the Government agree that these liquidated damages are reasonable in light of the harm that will be caused by such failure or delay and the difficulties of proof of loss and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.
- 11.5 This **Clause 11** shall not apply where any delay or inability of the Contractor to perform any Preventive Maintenance Services is as a result of the following:
- 11.5.1 the Equipment is required by the User; or
- 11.5.2 the Equipment is in the process of being relocated pursuant to a request made under **Clause 10**; or
- 11.5.3 the Equipment is not in working order on the Effective Date.
- 11.6 Where **Clause 11.5** applies, the parties shall meet at a mutually agreed date to decide on a new maintenance schedule for such Equipment.

12. CONTRACTOR'S WARRANTIES AND UNDERTAKINGS

- 12.1 The Contractor warrants and undertakes to the Government that:
- 12.1.1 it is not aware at the date of this Agreement of anything within its reasonable control which might or shall adversely affect its ability to perform its obligations under this Agreement;
- 12.1.2 the Maintenance Services will be performed by competent persons and will be carried out with all due care and skill and within the time(s) specified in this Agreement; and
- 12.1.3 it has the technical and logistical capability to provide the Maintenance Services.
- 12.2 The Contractor undertakes to use all reasonable endeavours to remedy free of charge to the Government any faulty work or defective goods arising from a breach of the warranty in **Clause 12.1**.

13. FORCE MAJEURE

- 13.1 Force Majeure means all events beyond the control of the party claiming Force Majeure which cannot be foreseen or if foreseeable, are unavoidable, which occur after the execution of this Agreement which prevent or hinder the performance of the parties' obligations under this Agreement (or any of them), including but not limited to:
- 13.1.1 acts of God;

- 13.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
 - 13.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.
- 13.2 If Force Majeure prevents or hinders performance by the parties of their obligations under this Agreement (or any of them), the party so affected shall:
 - 13.2.1 not be held liable for delay or failure in performing such obligations for so long as Force Majeure continues to affect/prevent performance;
 - 13.2.2 forthwith notify the other (giving full details thereof) and within fourteen (14) working days from the date of such notice, the parties shall meet to determine by agreement the consequences. If no agreement is reached within a further period of thirty (30) working days and if the circumstances of Force Majeure continue, either party shall have the right to terminate this Agreement by giving written notice to the effect to the other.
- 13.3 A statement in writing by a competent, authoritative, independent 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.

14. TERMINATION

- 14.1 This Agreement may be terminated:
 - 14.1.1 forthwith by either party if the other commits any material breach of any obligation hereunder and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request by the other party to remedy the same;
 - 14.1.2 forthwith by the Government at any time by written notice to the Contractor, without any compensation whatsoever to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent or if any steps are taken to appoint a receiver or manager in relation to or put in force any legal process against the Contractor or any of the Contractor's assets property or if any steps are taken to wind up or dissolve the Contractor or if anything corresponding to the above events occurs, without prejudice to any right of action or remedy which has occurred or will accrue thereafter to the Government;
 - 14.1.3 pursuant to **Clause 6, 13 or 16** in the circumstances mentioned therein.

- 14.2 Save as otherwise expressly provided, any termination of this Agreement pursuant to this **Clause 14** shall be without prejudice to any other rights of remedies that either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

15. CONFIDENTIALITY

- 15.1 The Contractor agrees and undertake to keep confidential all information, whether written or oral, relating to this Agreement and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the course of the discussions leading up to execution of this Agreement and/or performance of its obligations under this Agreement, save in so far as such information is already in the public domain.
- 15.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Contractor.
- 15.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times.
- 15.4 For avoidance of doubt, the provision of this **Clause 15** shall survive the termination or expiration of this Agreement.

16. GIFTS

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

17. INDEMNITY

- 17.1 The Contractor shall indemnify the Government for any personal injury or death caused by the negligence of its employees or agents in connection with the performance of its duties and obligations under this Agreement, or by defects in any spare parts supplied pursuant to this Agreement.
- 17.2 The Contractor shall indemnify the Government for direct damage to tangible property caused by the negligence of its employees or agents in connection with the performance of its duties and obligations under this Agreement.

18. GOVERNMENT'S RIGHTS

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

19. TAXES AND DUTIES

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

20. NOTICES

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

To the Government:

Fax:

To the Contractor:

Fax:

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

20.2.1 If delivered by hand, at the time of delivery;

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

20.2.3 If sent by facsimile transmission, at the time of successful transmission; and

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

21. USE OF SITE

21.1 The Contractor, its employees, agents and sub-contractors shall not enter the Site(s) for any purpose other than that specified in this Agreement.

21.2 Whilst on the Site(s) and in the performance of the Maintenance Services and other services pursuant to this Agreement, the Contractor, its employees, agents and sub-contractors shall confined themselves to the immediate vicinity of the Equipment and shall cause minimum disturbance to the End Users and patients.

22. PASSES AND UNIFORM

22.1 For admission into the Site(s), the Contractor, its employees, agents and sub-contractors shall surrender their identity cards to the security personnel of the Site's guard-room in exchange for MOH security passes. Such passes shall be returned to the security personnel upon leaving the Site or at any time on demand of the security personnel.

22.2 All personnel of the Contractor tasked by the Contractor to perform the Maintenance Services must wear clean uniforms which shall be provided by the Contractor. Such uniforms shall have the name of the Contractor clearly marked on it

23. ENTIRE AGREEMENT

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

24. AMENDEMENTS AND VARIATIONS

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

25. ASSIGNMENT AND SUB-CONTRACT

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

26. SEVERABILITY

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

27. WAIVER

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

28. RESOLUTION OF DISPUTE

- 28.1 The Government and the Contractor shall make every effort to amicably resolve by direct informal negotiation any disagreement or dispute arising between them pursuant to or in connection with this Agreement.
- 28.2 If the Government and the Contractor are unable to amicably resolve any disagreement or dispute within thirty (30) days from the date when such disagreement or dispute arose, either party may require that the disagreement or dispute be referred for resolution by arbitration in accordance with the **Arbitration Act (Cap 173)**.
- 28.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Act (Cap.173). The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.

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

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

29. GOVERNING LAW

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

IN WITNESS WHEREOF this Agreement has been executed by the authorised representatives of the parties as 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
LIST OF EQUIPMENT AND MAINTENANCE CHARGES

No.	Description	Brand	Model	S/N	Location	PRICE BS (per PPM)	PRICE BS (2x PPM)
1	Phacoemulsifier	Alcon	Centurion	1403781401X	RIPASH		
2	Vitrectomy machine	Alcon	Constellation	1802981701X	RIPASH		

SCHEDULE B
LIST OF SPARE PARTS AND PRICE

NO.	PART NAME	PART NUMBER	UNIT COST B\$

SCHEDULE C
PERFORMANCE BOND

To:

WHEREAS [insert name of Contractor] ofhas entered into an agreement with the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam, represented by Ministry of Health ("the Government") dated for..... (Agreement Ref. No.) ("the Agreement") and in this connection a performance bond is required in the sum of \$5,000.00 as security for the fulfillment by [insert name of Contractor] of its obligations under the Agreement.

NOW we [insert name of the bank] of [insert registered address of the bank], hereby guarantee payment to the Government on demand of up to [\$.....] in the event of [insert name of Contractor] failing to fulfil the Agreement, provided that the Government's claim hereunder is received in writing at this office accompanied by a signed statement that [insert name of Contractor] has failed to fulfil the Agreement, without the Government needing to prove or show any ground(s) or reason(s) for its demand.

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

This Guarantee shall become operative on("the Effective Date of the Agreement" as defined in the Agreement) and shall expire six (6) months after the expiry of the Agreement.

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

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

SCHEDULE D

SITES

No	Model No	Serial No	BME No	Location
1	Centurion	1403781401X	BME18192	RIPASH
2	Constellation	1802981701X	BME20884	RIPASH

SCHEDULE E
PREVENTIVE MAINTENANCE SERVICES SCHEDULE

[To Be Inserted By Tenderer]

SCHEDULE F
KEY PERSONNEL

[To Be Inserted By Tenderer]