



Quotation For : URGENT INSTALLATION OF AIRCONDITIONING UNITS AT PHARMACY AND WAITING AREA, OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE, MINISTRY OF HEALTH

Quotation No. : Closed On : Receipt No. :

1.0 On behalf of _____ I, the undersigned, agree to carry
out the above Works / Service / Supply * for a sum of B\$ _____.
(Brunei Dollars _____)
(or), _____

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-) *
 % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

within the Contract Period of **TWO (02)** Days/ **Weeks** / Months * in accordance with the terms and conditions below.

2.4 Date :

B	
	Company Stamp

3.0 On behalf of the Brunei Government, I accept your offer to carry out all / items * _____
of the above for a sum of B\$ _____.
(Brunei Dollars _____)
(or).

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-) *
 % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

within the Contract Period of **TWO (02)** Days /-Weeks / Months* in accordance with the terms and conditions below.

(MOHAMMAD KHAIRUDDIN BIN HAJI ROSLIN)

4.2 Signature & Name of Witness : (AMEERUL HADI BIN ABU BAKAR)

4.3 Address : ESTATE MANAGEMENT AND PROJECT DEVELOPMENT, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE, JALAN MENTERI BESAR, BANDAR SERI BEGAWAN, BB3910, NEGARA BRUNEI DARUSSALAM.

4.4 Tel. No. : 673-2237706 Fax No. : 673-2382755 E-mail : estate.project@moh.gov.bn

4.5 Date of Contract : Approval No. :

4.6 The Contract Administrator is : **HEAD OF ESTATE & HEALTH CENTRES MAINTENANCE - BRUNEI MUARA**

4.7 The Starting Date is on _____ :

Department Stamp

*Note : An asterisk * indicates text that is to be deleted as appropriate.*

PART B - TERMS OF QUOTATION

1.0. BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Contractor to do his Works.
- 1.1.2 To provide all information and facilities stated in this Contract to enable the Contractor to do his Works.
- 1.1.3 To pay the Contractor as provided in this Contract.
- 1.1.4 To assign a Contract Administrator to administer this Contract.
- 1.1.5 May take out or renew collateral warranty and insurance as referred to in Clause 1.2.3 and Clause 1.2.4 below if the Contractor fails to do so.

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the Completion Date(s) and Contract Period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to their Works.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Contract Administrator.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times.

1.3 Instructions, Certifications & Job Orders

- 1.3.1 The Contract Administrator can issue instructions and certifications including Job Orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and Job Orders must be in writing, dated and clearly identified as Contract Administrator's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Contract Administrator must state a commencement date and a reasonable date for its completion and the Contractor must complete each Job Order by that completion date.
- 1.3.4 The minimum and maximum of any one Job Order to be issued as stated in the Appendix Item 5.0 and the maximum to be issued must be capable of being carried out and completed within the Contract Period.
- 1.3.5 The Contractor must comply with all instructions, certifications and Job Orders issued by the Contract Administrator.
- 1.3.6 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.5, and the Contractor shall pay for all extra costs incurred.

2.0. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

- 2.1.1 The Contractor must do his Works based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator shall inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), the Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either :
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the Payment Certification Clause.
- 2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix Item No. 3.0) after the Contract Administrator confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

- 2.2.1 The Contractor must keep the site clean and safe at all times.
- 2.2.2 The Contractor must comply with all laws and regulations relating to Health, Safety and Environment Act, if any.

3.0. TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator will inform the Contractor when to start work in writing. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.

- 3.1.3 The Contract Administrator can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the Completion Date(s) stated in this Contract or as instructed by the Contract Administrator.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Contract Administrator or anyone within either of their responsibility or control (which includes other Contractors on site), or anything beyond the Contractor's control, disrupts the Contractor from finishing within the completion period, the Contract Administrator must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Contract Administrator must adjust the Completion Date(s).
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

- 3.3.1 When the Contractor practically completed all the Works, he shall inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works has actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Contract Administrator must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a Final Completion Certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix Item No. 3.0) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Contract Administrator, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish by the date stated in the Contract or Job Order, he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the Payment Certification Clause.
- 3.4.2 Liquidated Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completed the Works.

4.0. VARIATIONS TO WORK

- 4.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 4.2 If the Contract Administrator instructs the Contractor to vary any of the Works and there is a financial impact, the Contract Administrator must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.3 The Contract Administrator must value the variation work using the Summary of Works rates and/or adjusted Schedule of Rates. If neither are available then using fair market rates.
- 4.4 This shall be done in a written certificate clearly identified as Variation Order certificate.

5.0. PAYMENT CERTIFICATION

5.1 Claims and Payment Certificate

- 5.1.1 The Contractor must submit a claim for the Works done before any payment certificate can be issued.

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
- 5.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 5.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
 - (b) The value of any shortfall(s) due to Works done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.

- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Contract Administrator.
- (d) The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
 - (i) Adding the total under additions above;
 - (ii) Deducting the total of all deductions above; and
 - (iii) Deducting the cumulative amount certified previously.
- (e) The Contract Administrator may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0. TERMINATION OF CONTRACT

6.1 If the Contractor :

- (a) Suspends the Works before completion without any reasonable cause; and/or
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's Instructions; and/or
- (c) Fails to comply with the Contract Administrator's Instructions;

for fourteen (14) days after a notice sent to the Contractor, the Contract Administrator can determine this Contract by a written notice.

6.2 If the Contractor :

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Has 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 Contract with the Government, or for showing on forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the Government or the like acts shall have been done by any person employed by the Contractor or acting on his behalf (with or without the knowledge of the Contractor), or if, in relation to this Contract or any other contract with the Government, the Contractor, or any person employed by the Contractor or acting on his behalf shall have committed or abetted to commit an offence under the Prevention of Corruption Act (Chapter 131) or section 161, 162, 163, 164, 165, 213, 214 or 215 of the Penal Code (Chapter 22);

this Contract is terminated by a written notice.

6.3 In either (6.1) or (6.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6.4 Termination For Convenience :

- (a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;
 - (i) cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
 - (ii) Vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and hand back possession of the site to the Government.
- (b) In the event of termination under this Clause, Contract Administrator shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Contract Administrator. In the event that the Contractor does not submit the necessary information required, the Contract Administrator shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

PART C - APPENDIX

1.0	Completion Date : (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period). For Term Contract, the Contract shall ends when the following conditions are met : (a) The actual expiration of the Contract Period; or (b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.	_____ / _____ / 2025
2.0	Liquidated and Ascertained Damages (LAD) : (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay).	B\$ _____ per day
3.0	Shortfalls / Defects Liability Period : (If none stated, SIX (6) MONTHS from the date of completion).	_____ 9 Months
4.0	Retention Sum : (If none stated, FIVE (5%) PERCENT of the Contract Sum).	_____ 5 % of the Contract Sum
5.0	Minimum and Maximum Values of Job Orders : Minimum value of any one Job Order to be issued Maximum value of any one Job Order to be issued (If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).	≤ B\$ _____ N/A ≥ B\$ _____ N/A
6.0	Approximate Maximum Total Value of All Job Orders for the Contract Period : (If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS) The Contract Administrator gives no warranty or undertaking as to the actual amount of Works that will be issued through Job Orders and no variance in the actual value of Works ordered shall give rise to a change in any rate, price or percentage adjustment.	≤ B\$ _____ N/A

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

1. Before tendering, the tenderer shall visit the site where the Works are to be carried out and shall also carefully examine the relevant Terms and Conditions of Contract, Drawings, Specification and all other accompanying schedules, etc.

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), **HEAD OF ESTATE & HEALTH CENTRES MAINTENANCE - BRUNEI MUARA**. The C.A.'s decision shall be final and binding upon the Contract.

On tendering, the tenderer shall be deemed to have examined the documents referred to above and shall be bound by the terms and conditions therein.

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-

- (a) Valid Tenderer's Registration Certificate from the Ministry of Health and/or Ministry of Development – **Open Class & Category M01**
- (b) Business Enactment Act Section 16 & 17.
- (c) While for prospective vendors / suppliers of medicines and drugs bids must possess a valid Poison License as stated in the 'Poison Act' (Cap. 114).
- (d) The Tender Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Health and/or Ministry of Development.
- (e) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry of Health and/or Ministry Of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

Tender documents must be duly completed, signed and dated. Any tender which is incomplete or unsigned will render the tender to be rejected.

3. (a) Tenders and documents in connection therewith as specified above , must be delivered to the place at or before the time specified.
(b) In the case of the tender not being delivered by hand, the tenderer must arrange for his / her tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
(c) In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.

Tenders shall remain valid for **6 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be **BS 5.00 / N/A ***. Only **CASH TERMS** will be accepted and note that **this tender fee is non-refundable**. Payment can only be made at the **ACCOUNTS DIVISION, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE, BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM** during government working hours.
8. No unauthorised alteration or use of 'correction pen' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender documents and forms are available from the **PROCUREMENT AND SUPPLY UNIT, GROUND FLOOR, MINISTRY OF HEALTH, COMMONWEALTH DRIVE, BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM**.

The completed tender documents are to be lodged on or before 2:00 PM on SATURDAY in a sealed enveloped addressed to :-

**PENGERUSI JAWATANKUASA SEBUTHARGA
MINISTRY OF HEALTH, COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB 3910
NEGARA BRUNEI DARUSSALAM**

The top part of the sealed envelope must be written stating the following :-

Quotation No. : _____ Quotation Closing Date : _____

Project Title : **URGENT INSTALLATION OF AIRCONDITIONING UNITS AT PHARMACY AND WAITING AREA,
OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE, MINISTRY OF HEALTH**

* Delete As Necessary

RINGKASAN SEBUTHARGA
SUMMARY OF QUOTATION

Tajuk / Title : URGENT INSTALLATION OF AIRCONDITIONING UNITS AT PHARMACY AND WAITING AREA, OLD BLOCK JUBLI PERAK SENGKURONG HEALTH CENTRE, MINISTRY OF HEALTH

Bil. Sebutharga : _____ **Ruj. Permohonan :** _____ **No. MOH :** _____
Quotation No. _____ **Request Ref.** _____ **MOH No.** _____
Muka **1** **Dari** **1**
Page **Of**

Bil. No.	Keterangan / Description	Unit	Qty.	Jumlah Amount		
				Rate	\$	¢
	Note : Contractor shall carry out site visit/inspection prior to quotation. Supply all labour, materials, tools, equipments and everything else deemed necessary to the proper execution of the following works as directed and to S.O. satisfaction. Rate shall include testing and commissioning and to make good all works disturb to match existing or as directed by S.O. and to remove debris to contractor's own dumping yard. No claims for additional payment will be entertained on the ground of misunderstanding or misinterpretation of the conditions, measurement etc.					
1.0	Supply and install new 2HP Wall Mounted Type Split Air-Conditioner (CU + FCU) including all necessary building works, refrigerant pipe and drain pipe works, brackets, electrical connections and other necessary materials required for the following areas at Sundry Store.	no	1			
	Brand Offer :					
2.0	Supply and install new 2.5HP Wall Mounted Type Split Air-Conditioner (CU + FCU) including all necessary building works, refrigerant pipe and drain pipe works, brackets, electrical connections and other necessary materials required at Phlebotomy Waiting Area.	nos	4			
	Brand Offer :					
3.0	Supply and install new 3HP Wall Mounted Type Split Air-Conditioner (CU + FCU) including all necessary building works, refrigerant pipe and drain pipe works, brackets, electrical connections and other necessary materials required for the following areas:-					
	a. Lobby Waiting Area	nos	3			
	b. Pharmacy Store	nos	3			
	Brand Offer :					
4.0	To remove and dispose/trade offsite the existing airconditioning units.	Sum	Lump			
	WARRANTY 5 years for compressor 1 year for spare parts					
JUMLAH KESELURUHAN BAGI RINGKASAN SEBUTHARGA INI PART A-ITEM 1.0 TOTAL AMOUNT FOR THIS SUMMARY OF QUOTATION CARRIED TO PART A – AGREEMENT ITEM 1.0						

SCOPE OF WORK & MATERIALS

GENERAL

- This contract is for the supply and provision of all necessary labour, materials, supervision, moving, hoisting, packing, cartage, risk, fixing in the required position plant, tools, implements, scaffolding, screens, footways, boarding, temporary enclosures, etc. establishment charges, profit and every other thing required in the construction and maintenance and the carrying out all the conditions of the contract
- Contractor shall visit the site and shall take into account all relevant aspects of works. No claim for adjustment to the price due to ignorance of the site conditions shall be entertained.
- To supply, install and termination of new air-conditioning units inclusive of necessary works such as to make sure the piping works, casing/housing and insulation is in good condition, flushing the drainpipes, electrical components, parts and accessories in functional condition, replacement of unforeseen parts and wiring if necessary connected to the existing supply or DB. All wiring hole should be seal using appropriate material.
- The works shall comprise the supply of all materials, installation, testing and commissioning to ensure all the system run normally as per S.O. approval and satisfactory. The works shall comply with the latest version of the IEE wiring regulations and to the satisfaction of the Director of Electrical Services, Brunei Darussalam. Materials to the supplied shall comply with the relevant British Standard and/or approved by PUB Singapore or SISIR.
- The Contractor must paste a sticker and indicate the installation date & warranty upon completion on the new unit.
- The Contractor must submit technical completion report with attachment of the list of new item c/w serial number and shall handling over the defect items upon completion to S.O.
- Plastered surfaces to be clean and brushed down and to paint the affected area used shall be match with the existing paint if required thoroughly if found dirty.
- The equipment and associated work shall be covered with twelve (12) months warranty for parts and five (5) years warranty for compressor. During the warranty period, the Contractor shall be responsible for all costs involved in correcting faulty workmanship and materials supplied and installed and shall supply free of charge spare parts labours to replace any defective components.
- Dismantle and remove the existing aircon units where necessary and dispose/trade offsite.
- The exact location shall be determined on site prior to installation.

Note: Special care shall be taken not to dirty or damage the finishes of the premises.
The Contractor has to make good and clean after work.