

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

- 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 **Estate Maintenance Section Tutong, Ministry of Health | Tel: 4260721/2/3/4/5 ext 181/188 |**.

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.

- Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-
 - Valid Tenderer's Registration Certificate from the Ministry of Health or Ministry Of Development **Class II or III, Categories B 01..**
 - Business Enactment Act Section 16 & 17.
 - 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 Development.
 - 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 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.
 - Tenders and documents in connection therewith as specified above, must be delivered to the place at or before the time specified.
 - 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.
 - 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 **1 YEAR** 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.

- 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.
- 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.
- 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.
- The tender fee shall be _____
- No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
- Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
- The tender must be done in the official printed tender forms which is available from the **ESTATE MAINTENANCE SECTION, TUTONG MINISTRY OF HEALTH**.

The completed tender documents are to be lodged on or before 2.00 PM SATURDAY in a sealed enveloped addressed to :-

TENDER / QUOTATION (QTN) BOX

**PENGERUSI SEBUTHARGA
TINGKAT BAWAH KEMENTERIAN KESIHATAN
JALAN COMMONWEALTH DRIVE
NEGARA BRUNEI DARUSSALAM**

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

Quotation No.	:	() PSD/QTN/2026 -(PMMPMHAMB)	Quotation Closing Date	:	
Title	:	Remove existing tiles, supply and install new external floor tiles at National Isolation Centre, PMMPMHAMB Hospital			

RINGKASAN TAWARAN
SUMMARY OF TENDER

Tajuk / Title : Remove existing tiles, supply and install new external floor tiles at National Isolation Centre, PMMPMHAMB Hospital

Bil. Sebutharga : () PSD/QTN/2026 – **Ruj. Permohonan :** No. MOH :
Quotation No (PMMPMHAMB) Request Ref MOH No. :
Muka 1 Dari 1
Page Of

Bil. No.	Keterangan / Description	Unit Unit	Kad ar Rate	Jumlah Amount		
				Kuantiti Quantity	S	€
	<u>Note :</u> The contractor shall carry out site visit inspection and take into account all aspects and conditions of site before submitting his quotation. The contractor must fill this schedule at the time of tendering. Supply all materials, labour, tools and everything else deemed necessary to carry out work. Contractor having submitted their prices are considered as having visited the site. No claims for additional payment will be entertained on the ground of misunderstanding or misinterpretation of the conditions, measurement etc.					
1.0	Hack off existing floor tiles and to dispose of all debris of all debris to contractor's own dumping area, prepare surface to receive new, supply and lay with non-slip homogenous floor tiles size 600mm x 300mm and to match surrounding with the nearest colour and make good affected area.					
1.1	Walkway near Genset: Approx.area:100m ²	M ²		100m ²		
1.2	<u>Isolation Walkway:</u> Approx.area:161m ²	M ²		161m ²		
1.3	<u>Walkway to CSSD Store:</u> Approx.area:41m ² Contractor to submit with catalogue Warranty provide: _____ Brand offer: _____	M ²		41m ²		
JUMLAH KESELURUHAN TOTAL AMOUNT FOR THIS SUMMARY OF TENDER						

**Remove existing tiles, supply and install new external floor tiles at National Isolation Centre,
PMMPMHAMB Hospital**

SPECIFICATION & SCOPE OF WORK

1. All the measurement and quantification to be carried out by the contractor. Measurements and quantifications given herein are not to be taken as exact. Contractor shall be responsible for taking the actual and exact measurement and quantification prior site, verify all measurement and site conditions and having tendered their prices accordingly. No claims by the successful tendered will be entertained for extra payments for additional work they have been made to perform due to matters overlooked with this tender.
2. The general scope of work of this Tender is to supply and install new tile works complete with removal of old tile works, surface preparation, and cleaning of work area at National Isolation Centre. The duration of the Work shall be **ONE (1) MONTH**.
3. The works shall be completed with all minor and incidental items necessary for the proper functioning of the whole system, though not specifically detailed or mentioned. Allowance shall be made in the Tender price for duty, exchange sales tax and similar charges.
4. All participating tenderer are required to specify approved brand which is approved by the MOD. Catalogues of the offered brand are to be submitted together during submission of the tender.
5. The Contractor shall prepare and submit Risk Assessment Method Statement (RAMS) and JHA (Job Hazard Analysis) to the S.O. for evaluation and approval prior to commencement of any works stated in this Tender.
6. The Contractor shall provide all barriers, signage, materials for hoarding and others where necessary to the work site. This shall include compliance to Infection Control Risk Assessment Guidelines.
7. The installation of the replacement parts must be carried out with minimal disruption to the hospital environment while ensuring compliance with safety, hygiene, and infection control protocols. The contractor is responsible for the care of the site and its surrounding area, ensuring no damage.
8. The quality workmanship and standard of works, materials and equipment execute under this contract must comply with the guidelines and regulations currently in force to compliance to other guidelines.
9. The works shall include the supply of materials and all necessary labor for the proper completion of the installation in accordance to all requirements of all relevant authorities having jurisdiction over the works together wither all incident work pertaining there to even though not specifically mentioned herein.

10. The successful contractor shall work in such manner as to provide the minimum disturbances and minimum inconvenience to the occupants / client. This means that the contractor may be required to stop working in a certain area time when instructed by S.O.
11. All the works on site shall be carried out with the cooperation of the Superintending Officer / Client. The Registered workers on site must wear proper identification badges and uniform – overall showing clearly the name of their Company as well suitable U.S. or British Standard safety shoes and safety helmet as when required.
12. The existing tiles must be carefully hacked and removed, and the underlying substrate must be thoroughly cleaned, leveled, and prepared to ensure a proper bond. The removal of old tiles and the subsequent installation works must be conducted by qualified tiler technicians. The surface areas at the National Isolation Centre shall be treated with suitable bonding agents prior to laying the new tiles. To maintain strict medical hygiene and containment, dust barriers and protective screening must be fully deployed before any hacking or installation begins. **The Contractor shall be made fully responsible for the Remove existing tiles, supply and install new external floor tiles at National Isolation Centre, PMMPMHAMB Hospital.**
13. The tile at National Isolation Centre must be tested before commissioned to ensure proper function after the installation. A final walkthrough with S.O. will ensure compliance before handover.
14. All the waste produced by the installation shall be removed from site to an approved dumping area promptly without further reminder and no any additional cost to the Government of Negara Brunei Darussalam.
15. The contractor shall not install any equipment / parts without prior approval from the Superintending Officer regarding quality / make / country of origin.
16. **Before tendering all tenderers shall visit the site and shall have taken into account all relevant aspect of works.** No claim for adjustment to the contract price due to ignorance of the site conditions shall be entertained.

SCOPE OF WORK

1. Remove existing damaged and cracked tiles to prevent further deterioration.
2. Clean and prepare the substrate surface to ensure proper adhesion of new tiles.
3. Supply and install new replacement tiles matching the existing size and finish where applicable.
4. Apply suitable tile adhesive and grout to secure the tiles and finish the joints.
5. Ensure all installed tiles are level, aligned, and free from defects.
6. Clean the work area and dispose of all debris upon completion of the work.

LAMPIRAN 3
ANNEX 3

SITE VISIT FORM

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

Project Title : Remove existing tiles, supply and install new external floor tiles at National Isolation Centre, PMMPMHAMB Hospital

Tender / Quotation No : () PSD/QTN/2026 –(PMMPMHAMB)

Company : _____

Date of Visit : _____

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

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

Name and Signature

Date : _____

Company Stamp

FOR OFFICAL USE ONLY

Name and Signature

Date : _____

Department Stamp

Note:

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

**ESTATE MAINTENANCE SECTION TUTONG
MINISTRY OF HEALTH**

	1. _____ 2. _____ 3. _____
FOR OFFICIAL USE ONLY.	

Quotation For : Remove existing tiles, supply and install new external floor tiles at National Isolation Centre, PMMPMHAMB Hospital

Quotation No : () PSD/QTN/2026 – (PMMPMHAMB)

Closed On : _____

Receipt No. : _____

PART A - AGREEMENT

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

within a period of 1 Days / Weeks / Month* in accordance with the terms and conditions below.

2.0 Name & Signature : _____
As Owner/Director* ()

2.1 IC No. : _____

2.2 Name & Signature : _____
of Witness ()

2.3 IC No. : _____

2.4 Address : _____

2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____

2.6 Date : _____

Company Stamp

FOR OFFICIAL USE ONLY.

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)

within a period of _____ Days / Weeks* in accordance with the terms and conditions below.

4.0 _____
()

4.1 _____
For Senior Special Duties Officer

4.2 Name & Signature : _____
of Witness ()

4.3 Address : _____

4.4 Telephone No. : _____ Fax No. : _____ E-mail : _____

4.5 Date of Contract : _____

5.0 The Contract Administrator is : _____

6.0 The Starting Date is on : _____

Department Stamp

* Delete as necessary

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 work.
- 1.1.2 To provide all information and facilities stated in this contract to enable the Contractor to do his work.
- 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 insurances referred to in 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 timeframes and completion 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 them.
- 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

- 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 or job orders.
- 1.3.3 The Contractor must comply with all instructions, certifications and job orders issued by the Contract Administrator.
- 1.3.4 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.3, and the Contractor shall pay for all extra costs incurred.

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Contractor must do his work 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 must inform the Contractor of the shortfall(s). 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) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

2.2 Variations to Work

- 2.2.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 2.2.2 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 certificate clause.
- 2.2.3 The Contract Administrator must value the variation work using the Summary of Works rates. If there are no Summary of Works rates, then using schedule of rates or if neither are available using fair market rates.
- 2.2.4 This shall be done in a written certificate clearly identified as Variation Order Certificate.

2.3 Health and Safety

- 2.3.1 The Contractor must keep the site clean and safe at all times.
- 2.3.2 The Contractor must comply with all laws and regulations relating to Health and Safety 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.
- 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 deadlines 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 work to be done.
- 3.2.2 If any Completion Date is affected the Contract Administrator must adjust the Completion Date.
- 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 completes all the Works, he may inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works was 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) 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 within any deadline, 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 and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completes the Works.

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

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

4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or 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.
- 4.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work 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 work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.
- 4.2.4 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.
- 4.2.5 The Contract Administrator may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

- (a) Suspends the Works before completion without any reasonable cause;
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's instructions;
- (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.

5.2 If the Contractor:

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Is guilty of any offence under the Prevention of Corruption Act (Chapter 131) or an offence under sections 161 to 165 or 213 to 215 of the Penal Code (Chapter 22).

this Contract is terminated by a written notice.

- 5.3 In either (5.1) or (5.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6 SITE VISIT

- 6.1 A compulsory site visit session must be made by all Tenderer as a general requirement of this Tender prior to submission of tender in order to provide consistent advice and clarification to all parties at the same time. The venue, date and time of the session shall be arranged by the Tenderer with the Supervising Officer (S.O.) at any time before the closing date.
- 6.2 The Tenderer shall visit and examine the site, take necessary measurements, familiarize and shall satisfy himself and be deemed to have allowed for all costs or expenses taken all consideration in the nature of this contract and no extra cost will be paid in respect thereof due to negligence in his tender price.
- 6.3 At the site visit session, the Government will endeavour to answer any questions from Tenderers in relation to this Tender. If the Government is unable to provide an answer to a question at the site visit session, it will endeavour to provide the answer as soon as possible after the session.
- 6.4 All Tenderers shall clarify with the Supervising Officer (s) prior to the submission of the Tender Document to ensure that the full scopes of works, specification and requirements are clearly and fully understood. If no request for clarification was received from the tenderer(s) before the tender's closing date, then it shall be deemed that all the tenderers has understood all the terms and conditions of this Tender.

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)	ONE (1) MONTH
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	Per Day
3.0	Shortfalls / Defects Liability Period:	12 Months
4.0	Retention Sum	5 % Of the Contract Sum
