

TENDER REFERENCE NO.: KK/142/2026/ESTETRIPASH

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**DESIGN AND RENOVATION OF SOUNDPROOF ROOM AT
AUDIOLOGY DEPARTMENT AT SPECIALIST BUILDING 1,
RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL**

TENDER FEES : \$30.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 28th July 2026

TIME : 2.00 PM

FOA :

**THE CHAIRMAN
MINI TENDER BOARD, TENDER BOX
GROUND FLOOR, MINISTRY OF HEALTH
COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB3910
NEGARA BRUNEI DARUSSALAM**

(CLUSTERING)

MINISTRY OF HEALTH NEGARA BRUNEI DARUSSALAM

TENDER DOCUMENT

FOR

**DESIGN AND RENOVATION OF
SOUNDPROOF ROOM AT AUDIOLOGY
DEPARTMENT AT SPECIALIST BUILDING
1, RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL**

TABLE OF CONTENTS

SECTION AND HEADINGS		PAGE
SECTION 1	INTRODUCTION TO TENDERERS	4
	APPENDIX 1: ACKNOWLEDGEMENT OF INVITATION TO TENDER FORM	18
	APPENDIX 2: CLARIFICATION NOTICE FORM	19
	APPENDIX 3: SITE VISIT FORM	20
	APPENDIX 4: TENDER SUBMISSION REQUIREMENTS	21
SECTION 2	SPECIFICATIONS	22
SECTION 3	FORMS TO BE USED	35
	SCHEDULE 1 – TENDER FORM	36
	SCHEDULE 2 – INFORMATION SUMMARY	44
	SCHEDULE 3 – SUB-CONTRACTS	45
	SCHEDULE 4 – COMPANY’S BACKGROUND	46
	SCHEDULE 5 – REFERENCES	47
	SCHEDULE 6 – LETTER OF DECLARATION	48
	SCHEDULE 7 – SCHEDULE OF MANUFACTURER AND SUPPLIERS	54
	SCHEDULE 8 – SCHEDULE OF INFECTION CONTROL RISK ASSESSMENT (ICRA) FORMS	55
SECTION 4	CONTRACT	65

SECTION 1

INSTRUCTION TO TENDERERS

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for **DESIGN AND RENOVATION OF SOUNDPROOF ROOM AT AUDIOLOGY DEPARTMENT AT SPECIALIST BUILDING 1, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL**

2. INTERPRETATION

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

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

"Government" means the Government of His Majesty the Sultan and Yang DiPertuan of Brunei Darussalam represented by the Ministry of Health, Brunei Darussalam.

"Government Project Officer" means the Project Co-ordinator or such other person as the Government may from time to time determine;

"Superintending Officer" (or the initials S.O) wherever used hereinafter and in all contract documents shall mean the Permanent Secretary, Ministry of Health and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of this Contract;

"Works" wherever used herein and in all contract documents shall mean all or any portion of the work, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract and whether the same may be on the building or not;

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

"Specification" means the specifications and requirements of the Services as described in **Section 2** of this Invitation To Tender;

"Tender" means the Tenderer's response to this Invitation To Tender;

"Tender Closing Date" means the date and time specified for the submission of the Tender;

"Tenderer" means a person, partnership or any other body (whether corporate or otherwise) who submits a Tender in accordance with this Invitation To Tender;

"Validity Period" means the time period during which the Government may accept a Tender.

- 2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of these Instructions To Tenderers.

2.2.1 A cross reference to a clause number is a reference to a clause of these Instructions to Tenderers and includes all of its' sub clauses;

2.2.2 Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;

- 2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the conditions of the Contract as contained in this Invitation To Tender, the latter shall prevail.

3. ELIGIBILITY

- 3.1 Only companies registered with the Ministry of Development or 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 (only company which are registered with Class II above with Categories B01 & KA01).

4. CONFIDENTIALITY

- 4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, be disclosed in whole or in part to any third party, or to any employees of the Tenderer, other than those who have a need to know such information for the purpose of responding to this Invitation To Tender, and shall not be duplicated or used by the Tenderer for any other purpose than to evaluate this Invitation To Tender.
- 4.2 The Government may require any unsuccessful Tenderer to return any specification, plans, patterns, samples or instructions issued by the Government.
- 4.3 The Tenderer's attention is also drawn to the Official Secrets Act (Chapter 153) which relates to the safeguarding of official information.

5. FORM OF CONTRACT

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

6. SUBMISSION OF TENDER

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

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

6.4 The envelope containing the Tender:

- (a) shall not bear the name or address of the Tenderer, and
- (b) shall have on its **top left-hand**
 - (i) the Tender number;
 - (ii) and the words

"DO NOT OPEN BEFORE 2.00 p.m., on Tuesday, 28th JULY 2026"; and

- (c) shall bear the following description of the project, namely:

**DESIGN AND RENOVATION OF SOUNDPROOF ROOM AT AUDIOLOGY DEPARTMENT AT
SPECIALIST BUILDING 1, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL**

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 **Six (6) months** from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

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

8. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

8.1 The Government reserves the right to issue amendments or additions to these Invitation To Tender at any time before the Tender Closing Date. Any such amendment shall be numbered, dated and issued by the Government Project Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing date.

- 8.2 The Government will endeavour to notify all Tenderers in writing of any such amendments or additions by forwarding such amendments or additions to the Tenderers' address as advised by the Tenderer in the **Invitation To Tender Acknowledgment Form**. The said form shall be in the format set out in **Appendix 1** to these Instructions to Tenderers. It is a condition of this Invitation To Tender that any amendment or addition forwarded by the Government to the Tenderer in accordance with this clause shall be deemed to have been duly given if this information is forwarded to such address.

9. WITHDRAWAL OF TENDER

No Tender may be withdrawn after the Tender Closing Date. Any Tenderer who attempts to do so may, in addition to any remedy that the Government may have against it, be liable to be debarred from future Government tender.

10. TENDER PRICE

The Tenderer shall quote in Brunei Dollars in its Tender the all-inclusive price (i.e. CIF price, inclusive of all customs duties and taxes payable whether in or outside Brunei Darussalam) of the 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 provision of the Services.

12. CLARIFICATION PRIOR TO TENDER CLOSING DATE

- 12.1 A Tenderer seeking clarification of any of the requirements of this Invitation To Tender prior to the Tender Closing Date may only do so in writing in the format set out in Appendix 2 to these Instructions To Tenderers and shall be sent by the Tenderer by mail or facsimile to:

*Head Of Section
Estate Maintenance Section
Raja Isteri Pengiran Anak Saleha Hospital
Negara Brunei Darussalam
Telephone no: 2242424 ext 2222/8637/8638*

- 12.2 The Government will endeavour to provide any clarification as soon as possible. Each and every request for clarification (without any details as to who they are from), together with the relevant clarification, shall be distributed to all Tenderers.

- 12.3 The Government will NOT accept any request for clarification that is submitted within seven (7) days prior to the Tender Closing Date.

13. OWNERSHIP OF TENDER DOCUMENTS

- 13.1 By submitting a Tender, the Tenderer:

13.1.1 licences the Government to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in those documents; and

13.1.2 acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.

- 13.2 The Government acknowledges that, subject to Clause 13.1 above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

14. TENDER CLOSING DATE

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

15. LATE TENDERS

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

16. TENDERERS TO INFORM THEMSELVES

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

16.1.1 the necessary skills, knowledge and experience to provide the Works ;

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

To assist the Government in its evaluation of any Tender, where a Tenderer proposes to sub-contract any of its obligations under the Contract, the Tenderer shall state the name and address of each sub-contractor and the extent of the work to be carried out by the sub-contractor. In addition, the Tenderer shall provide information about each sub-contractor.

18. ERRORS IN TENDERS

- 18.1 Tenderers are advised to study this Invitation To Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.

- 18.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.

- 18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as the Government considers necessary for such purpose.

- 18.4 If the Tenderer fails to make the alterations as directed by the Government and/or fails to do so within the time set by the Government, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.
- 18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.7 If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in Clauses 18.3 and 18.5 above and wishes to lodge a correction or additional information, it can *only* do so if
- 18.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
- 18.7.2 the correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material way. Any omission or addition which is deemed by the Government to alter the original Tender in a material particular, the Tender shall be rejected without any liability whatsoever on the part of the Government.

19. CLARIFICATION OF TENDERS BY GOVERNMENT

- 19.1 At any stage during the evaluation phase, the Government may:
- 19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or
- 19.1.2 call for interviews with Tenderers; or
- 19.1.3 request Tenderers to provide additional information in writing; or
- 19.1.4 request Tenderers to provide sample of the materials ; or
- 19.1.5 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.
- 19.2 Where requested to clarify any matter contained in the Tender or to provide additional information or sample, Tenderers; shall provide such sample and/or clarification and/or additional information in writing at the time and place stipulated by the Government. Failure to comply with any such request may result in the Tender being excluded from further consideration.
- 19.3 In the event that any clarification, additional information, sample, presentation or site inspection is requested from a Tenderer by the Government, the Tenderer shall provide such clarification, additional information, sample, presentation or site inspection at no cost to the Government whatsoever.

20. CONDUCT OF TENDERER

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

21. CANVASSING

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

22. EXPENSE OF TENDERER

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

23. INVALID TENDERS

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

24. 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 (as the case may be) shall be required to enter into a contract with the Government in substantially the form enclosed at Section 4 of this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government. In the event that the Tenderer is a duly, authorised agent, the formal agreement is to be executed with the principal.

24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.

24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

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

26. PERFORMANCE BOND (Not applicable to this tender)

The successful Tenderer shall provide a Performance Bond in accordance with the Contract amount of five percent (5%) of the total contract Sum as a Security Deposit on Banker Guarantee as per requirement of Ministry of Finance

27. SUPPORTING DOCUMENTS

27.1 The Tenderer shall furnish, as part of its Tender, the following and in the form of Schedules specified below:

27.1.1 **Schedule 1 - Tender Form**, in the format set out in **Section 3** in this Invitation To Tender;

27.1.2 **Schedule 2 - Information Summary**, containing information on Tenderer's profile and previous experience(s) in providing the services specified in this Invitation to Tender;

27.1.3 **Schedule 3 - Sub-Contracts**, as required under Clause 17 above;

- 27.1.4 **Schedule 4 - Company's Background**, containing information on the Tenderer's background, scope of operations, financial standing, certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be);
- 27.1.5 **Schedule 5 - References**, containing a list of organizations or government agencies to whom the Tenderer has supplied/is supplying the goods and services specified in this Invitation To Tender;
- 27.1.6 **Schedule 6 - Letter of Declaration**, containing a declaration by the Tenderer that the Tenderer or any member of the Tenderer's family do not have any interest in other companies competing for the same tender.
- 27.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

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

29. EVALUATION OF TENDER

Evaluation Objective

- 29.1 Tenderers must note that the Government will award the Contract to the Tenderer whose Tender is considered to be most advantageous to the Government. Therefore, whilst cost is an important consideration, it is only one of the criteria upon which each Tender will be evaluated. Price is considered in conjunction with conformance to the specifications and requirements contained in **Section 2** in this Invitation To Tender.

Evaluation Process

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

Shortlisting

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

Enquiries of Referees and Others

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

30. SITE VISIT

- 30.1 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 S.O. at any time before the closing date.
- 30.2 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 in respect thereof due to negligence in his tender price.
- 30.3 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.
- 30.4 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.

SITE VISIT FORM

TENDER REFERENCE NO: KK/142/2026/ESTETRIPASHDESIGN AND RENOVATION OF SOUNDPROOF ROOM AT AUDIOLOGY DEPARTMENT AT
SPECIALIST BUILDING 1, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL

COMPANY NAME : _____

DATE OF SITE VISIT : _____

I hereby on behalf of my Company has made a Site Visit to the work location on the date stated above and understand the work requirement(s) and all specification stated in this Tender document.

I (My Company) also agree not to make any additional claim to MOH should any accident(s) or damage(s) occur during the contract period.

CONTRACTOR'S SIGNATURE

NAME: _____

DATE: _____

COMPANY STAMP

FOR OFFICIAL USE ONLY

VERIFIED BY
S.O./O.I.C.

NAME: _____

DATE: _____

DEPARTMENT STAMP

The Contractor must fill in this form and obtain signature from the S.O./O.I.C. as verification for having visited the Site. Failing to do so will lead to **disqualification** from this Tender.

TENDER REFERENCE NO: KK/142/2026/ESTETRIPASH**DESIGN AND RENOVATION OF SOUNDPROOF ROOM AT AUDIOLOGY DEPARTMENT AT
SPECIALIST BUILDING 1, RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL****GENERAL CHECKLIST**

The Tenderer is required to fulfil all requirements stated in this section by submitting a **copy** of all relevant documents whichever applicable to this Tender, stamped and shall complete the checklist provided as a verification. **Incomplete submission can render the Tenderer's submission of Tender to be invalid** (Clause 3.1.3, Financial Regulation 2022).

Description

1. **Valid Builder's License/Contractor Registration Certificate/Supplier's Certificate approved by the Authority for Building Control and Construction Industry (ABCI), Ministry of Development.**
2. **List of company's worker with names as stated in the identity card/passport, identity card number, position and salary and local and foreign worker's percentages.**
3. **Latest Certificate of Tax Compliance from the Revenue Division, Ministry of Finance and Economy.**
4. **Confirmation compliance to Employee Trust Act and Supplemental Contributory Pension Trust Order 2009 from Tabung Amanah Pekerja Act including stating employer account number and list of contributed employee.**
5. **Registry of Companies and Business Names approved via Corporate Registry System in One Common Portal.**
6. **Completing the Tender's Integrity Declaration Form.**
7. **Copy of company owner/Director identity card (front and back).**
8. **Company Registration Licence Form X, 16 & 17.**

SECTION 2

SPECIFICATIONS

1. GENERAL

- 1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the repair and waterproofing works (hereinafter referred to as “Work”) at Specialist Building, Raja Isteri Pengiran Anak Saleha Hospital.
- 1.2 The duration of the Work shall be **Four (4) months**.

2. PRELIMINARIES

- 2.1 The Contractor is responsible in planning, arranging and mobilization of all machineries such as diesel generators, equipment, tools, transport, barrier, necessary warning sign and others necessary for the complete and proper execution of the Work stated in this Tender to Site.
- 2.2 The Tenderer shall prepare work program, to be attached and submit together with the Tender during submission. The work program must be stamped with the name of the Tenderer. The program shall include project schedule outlining the tasks, resources, requirements, and/or any other relevant information to complete the Work.
- 2.3 The Manufacturer/Supplier and/or Contractor shall be fully responsible for the proper packing, protection, and labelling of all materials, equipment, and components related to the Work. All materials shall be safely transported from the point of dispatch to the Site with adequate protection against damage, shock, moisture, and impact. In the event that any materials or components are damaged during transportation, handling, or storage due to negligence, the Supplier/Contractor shall rectify or obtain new parts as a result of negligence in material handling storage.
- 2.4 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 Work stated in this Tender.
- 2.5 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.
- 2.6 The Contractor shall coordinate and carry out the inspection, testing, and verification of the completed Work. This shall include all necessary tests and checks to ensure that the waterproofing system is properly applied, fully functional, and complies with the specified performance requirements and standards. The Contractor shall submit all relevant documentation confirming the successful completion of the works, including inspection records, test results, method statements, and details of any remedial actions or adjustments undertaken during the process.
- 2.7 The Contractor shall ensure that the completion of the Work is done with minimal disruption to hospital operations.

3. ACCESS TO HOSPITAL

- 3.1 The Contractor shall familiarize himself with the existing worksite condition, access, existing works and all existing services, cable runs, pipelines etc., the dimensions, levels, locations and particulars of existing works and services.
- 3.2 The Contractor should take note that the works will be carried out in an area, which is continuously operational and must take all necessary precautions to prevent damage to existing services such as water, electricity, cables including minimize noise and other services disruption.

- 3.3 Should any damages to the Ministry of Health (MOH) assets occur during the execution of the Work, the Contractor shall immediately notify the Site Officer (S.O.) of such damages. If it is determined that the damage resulted from negligence during the contract period, the Contractor shall be responsible for the reinstatement or repair of the damaged assets at no additional cost to the MOH.

4. USE OF SITE

- 4.1 The Contractor shall not use any of the sites for any purpose other than that of carrying out Work as stipulated in these Specifications. No other activities or use of the site are permitted without prior written approval.
- 4.2 The Contractor shall, at all times, keep the sites clear and free from all surplus materials, rubbish, debris arising from the execution of the works and keep the sites in clean conditions.
- 4.3 Contractor shall, at all times and at his own due diligence, adhere to the relevant guidelines, directives and regulations issued by the relevant government agencies and/or authorities, including among others, Workplace Safety and Health Order 2009, Safety, Health and Environment National Authority (SHENA) and others necessary.

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 5.1 The Contractor shall at his/her its own expense supply its personnel and sub-contractor's personnel, required in connection with the safe performance of the Work, with adequate protective personal clothing and other protective equipment which shall be maintained in good condition or replaced and shall be worn on relevant occasions as indicated by notices, instructions and good practice.
- 5.2 The S.O. have the right to stop the Work or does not allow entry to site if the PPE worn by the workers assigned is deemed unsatisfactory.
- 5.3 The PPE stated below are mandatory to be worn by the Contractor's workers during the duration of the Work:
1. Helmets, with or without visors
 2. Face masks
 3. Eye protectors (safety goggles)
 4. Overalls (coverall) bearing company name
 5. Leg protectors and/ or industrial boots.
- 5.4 A penalty shall be imposed on the Contractor if the PPE worn are not adequate at **B\$100.00 per notice/event**.

6. INSURANCES

- 6.1 The Contractor shall procure and maintain, and continue to extend the following insurances and shall remain effective throughout the contract period and any extension of time granted at his own expense:
- a) Workmen Compensation
 - b) Public Liability
 - c) Fire

7. CONTRACT PRICE AND PAYMENTS

- 7.1 The proposed Contract Sum shall be deemed to cover all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, documentation, taxes, duties, overheads and any other necessary items for the proper and complete execution of the works

stated in this Tender. This proposed Contract Sum shall remain fixed and firm for the duration of this Contract.

8. SUPERVISION AND PERSONNEL

- 8.1 The Contractor shall provide supervision and personnel with the necessary skills, knowledge, full time supervision of all his employees, personnel and provide Personal Protection Equipment (PPE) such as coverall (bearing the name of the Company), safety helmets, safety shoes and tools necessary for all workmen during the course of Work for the proper execution and completion of the works in a safe manner. The Contractor is responsible for ensuring the workers assigned for the performance of the Work are experienced and competent in their respective job or trade category.
- 8.2 The Contractor shall ensure that such personnel are properly trained, possess suitable work pass endorsed by the relevant Department or Authority, Brunei Darussalam and employed by the Contractor throughout the contract period.
- 8.3 The Contractor is required to submit a list of names, addresses, qualifications, experiences and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Work. Any amendments made to the list shall be submitted in writing within five (5) days upon knowledge that any person has been added or deleted from the list during the period of the contract.
- 8.4 The Superintending Officer reserves the right to remove, reject or replace any persons employed by the Contractor, who in the opinion of the Superintending Officer is not competent to execute the Work, and shall direct the Contractor to replace such person/s not later than seven (7) days.
- 8.5 The Contractor shall nominate supervisor/s for the purpose of administrative and on-site supervision.
- 8.6 To ensure the proper execution of the Work, the Contractor shall provide an adequate number of workers.
- 8.7 The Contractor shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.

9. SECURITY

- 9.1 The Contractor shall provide to the Superintending Officer full details of all his personnel and vehicles requiring access to the site upon receiving Letter of Award by completing work permit provided by the Estate Maintenance Section.
- 9.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.
- 9.3 The Contractor shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee not being engaged to work at the secured area, or if the employee has left the Contractor's employment.
- 9.4 The Contractor shall be responsible in managing and safekeeping of his own equipment or other tools from unwanted circumstances such as theft or loss.

10. HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc

- 10.1 The Contractor shall provide all necessary measures to comply with all health and safety regulations and rules currently in place. The Contractor shall also comply with all orders and instructions given to him from time to time by the Superintending Officer with regards to health and safety of persons in the vicinity of any site, site regulations and the work in general.

- 10.2 The Contractor shall take all reasonable precautions to prevent loss or damage by fire, comply with existing fire regulations and all instructions given to him by the Superintending Officer with regards to fire precautions and prevention.
- 10.3 The Contractor shall also ensure that all measures are taken to control noise and dust levels produced during the contract period.
- 10.4 The Contractor shall ensure that all equipment is/are safe and operable prior to handing over to the Government.
- 10.5 The Contractor shall adhere to Infection Control Risk Assessment, Implementation and Monitoring Policy (ICRA).
- 10.6 The Contractor shall be responsible in preparing materials for hoarding such as plywood, plastic, tapes, rubber mat and all other materials necessary to meet the requirements of the ICRA policy and as per instructed by the Infection Prevention and Control Unit. All costs shall be deemed to be covered in this Contract.

11. WORKMANSHIP

- 11.1 The S.O. have the right to request amendment or correction of work if it is not satisfactory in terms of quality, workmanship or according to instructions at the Contractor expense. Any job done which are not within the contract scope and done without S.O.'s approval shall not be claimed and will not be entertained due to negligence of contractor.

12. PROGRESS REPORT

- 12.1 The Contractor shall prepare progress report and submit to S.O. every month to keep track the status of the Work. The Contractor is also strongly advised to take photographs of work carried out during the contract period as evidence to be attached for progress payment claim. Photographs attached must be clear, properly arranged and labelled including description.
- 12.2 The Contractor shall also submit a final report upon completion consisting of all specification, material list, catalogue, relevant operating manuals, spare part list complete with pricing, preventive maintenance checklist for the new equipment installed and others deemed necessary by the S.O.

13. MATERIALS

- 13.1 All works, equipment and materials to be used and installed under this contract shall be of first grade design and complying with Authority for Building Control and Construction Industry, British Standards, respective manufacturer's specification/recommendation and/or other Approved International Standards.
- 13.2 The Contractor shall attach letter/document indicating its approval from the relevant authorities indicating for the items he intended to use.
- 13.3 The Contractor shall at his due diligence to refer to the latest list of approved products from the relevant Authority or Department.
- 13.4 Generally all installation shall have a defective liability of 1 year starting from date of installation.

14. EXTENSION OF TIME

- 14.1 The S.O. may make a reasonable extension of time if the supply is delayed due to S.O.'s instructions or any other reasons which in the opinion of the S.O is beyond the control of the Contractor.
- 14.2 If the Contractor fails to supply any of the items within the Contract period (as in the Letter of

Award or as revised according to any extension of time granted by the S.O.) the S.O. may cancel or reject the items supplied late or all items which cannot be used without compensation. The S.O. may obtain such items from other sources and all additional costs or expenses thereby incurred shall be deducted from any monies due or to become due to the Contractor under this contract or shall be recoverable as a liquidated demand in money.

- 14.3 The Superintending Officer may at any time during the contract, request an extension of time in which all rates for preventive maintenance and spare parts (Schedule B) shall remain unchanged.

15. VARIATIONS AND EXTRAS

- 15.1 The Superintending Officer may at any time during the contract, request a variation order for omission and/or addition where necessary.

16. DEFECTIVE LIABILITY PERIOD

- 16.1 The defective liability period (DLP) shall commence one (1) day after the date of practical completion where any defects, shrinkages or other faults, either of materials or workmanship, which may appear hereto or if none stated then within **twelve (12) months** due to materials and workmanship not in accordance with this Contract shall within reasonable time after receipt of the Superintending Officer's written instructions be made good by the Contractor and at his own cost.
- 16.2 If the Contractor fail to carry out any such instructions of the Superintending Officer, as by the proceeding sub clause provided, within such reasonable time as may be specified in the order, the materials or work so affected may, at the option of the Superintending Officer, be made good by him in such manner as he may think fit, in which case the cost thereby incurred shall be deducted from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.
- 16.3 If any defects be such that, in the opinion of the Superintending Officer, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the Works due to the existence of such defect and deduct the amount of such diminution from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as liquidated demand in money.

17. RETENTION MONEY

- 17.1 A retention money of 7.5% of the contract sum shall be withheld by the Government and shall be released at the end of the Defective Liability Period. The amount shall be subjected to any adjustment made from any variation order.

18. SCHEDULE OF MANUFACTURERS AND SUPPLIERS

- 18.1 The Tenderer shall complete Schedule 7 the specifications of the offered item he intends to propose. Brochures or catalogue of the offered items consisting of technical manufacture must be attached to show all equipment, specification and dimension for proper assessment by the S.O. The Tenderer shall also attach any additional document consisting additional information for supporting his offer where necessary or when requested by the S.O. Contractor is strictly not allowed to change the brand/item and/or material as listed in this schedule after submission of this Tender unless it is deemed below the minimum requirement by S.O.

19. WARRANTIES

- 19.1 The Warranty Period provided in Schedule 7 shall also commence **one (1) day** after practical completion in which during such period, the Contractor shall ensure the System are fully operational.

20. SCOPE OF WORK

- 20.1 The Contractor shall supply, deliver, install, test and commission all acoustic and soundproofing materials for the soundproof room as shown in the drawings and as specified herein.
- 20.2 The works shall include but not be limited to:
- Acoustic wall treatment
 - Acoustic ceiling treatment
 - Floor sound insulation
 - Acoustic door installation
 - Acoustic glazing
 - Sealants and accessories
 - Testing and commissioning
- 20.3 All materials and workmanship shall comply with the latest requirements of:
- Jabatan Kerja Raya (JKR) Standard Specification
 - BS 8233 – Sound Insulation and Noise Reduction for Buildings
 - BOMBA fire safety requirements
- 20.4 Materials to be used shall be of the best quality approved by the S.O. Workmanship shall be equal to the best in prevailing trade practices. It must follow BS EN 1176 and BS EN 1177 standard in which the materials requirements must be non-toxic, durable, UV-resistant plastic, corrosion resistant metal coatings and anti-splinter wood rules. The Contractor shall ensure that all materials are stored properly to prevent deterioration and any handling or transporting of the materials shall be done with care to prevent damage.
- 20.5 Materials which fail to comply with the requirements of the specifications will be rejected and shall be removed from site forthwith. No claim will be entertained if there is any delay arising thereof.

21. SAMPLES

- 21.1 Samples of materials and fittings shall be submitted for approval as and when directed prior to any order by the Contractor. All samples which are approved shall indicate the standard to be maintained in the execution of the works.
- 21.2 The Contractor shall note that works carried out without submitting samples for prior approval shall, in the event of unsuitability, unacceptability be rejected forthwith without benefit of compensation in either money or time and the Contractor shall be required to replace such works immediately in accordance with the requirement of the S.O.

22. ORDERING AND DELIVERY OF MATERIALS

- 22.1 The Contractor shall obtain his materials from approved manufacturers only. The Contractor is to place orders for materials as early as possible after the award of the contract and he shall be responsible for any delay due to the failure to comply with this requirement.
- 22.2 The Contractor must ensure that the quantities of materials ordered and the dates of delivery to the site are such as to enable the works to be satisfactorily completed within the contract period.
- 22.3 The Contractor is not to order any materials from any quantities or size provided in the Summary of Tender but must take all quantities and sizes from the dimensions of the building themselves.
- 22.4 All materials obtained from approved manufacturers shall where applicable be accompanied with test certificate. The S.O. reserves the right to carry out further tests on the materials ordered and to reject any materials that fail to meet the specified requirements. The costs for such tests on these rejected materials shall be borne by the Contractor.

23. ACOUSTIC INSULATION MATERIAL

23.1 Mineral Wool / Rockwool

The acoustic insulation material shall be:

Item	Requirement
Type	Rockwool / Mineral Wool
Density	48 kg/m ³ minimum
Thickness	50 mm minimum
Fire Rating	Non-combustible
Thermal Conductivity	≤ 0.035 W/mK
Installation	Friction fitted without gaps

The insulation shall be free from sagging, moisture damage and physical defects.

23.2 Wall Build-Up

The soundproof wall system shall consist of:

1. Existing brick/concrete wall
2. Metal stud framing system
3. 50 mm thick rockwool infill
4. Resilient channel where indicated
5. Double layer gypsum board
6. Acoustic sealant to all joints

23.3 Gypsum Board

Item	Requirement
Type	Acoustic gypsum board
Thickness	12 mm minimum each layer
Layers	Double layer
Fire Rating	Fire-rated where required

All joints shall be staggered and sealed with approved acoustic sealant.

24. ACOUSTIC CEILING

24.1 The acoustic ceiling system shall comprise:

- Suspended ceiling grid
- Acoustic ceiling panel
- Rockwool backing insulation
- Perimeter acoustic seal

Ceiling Panel Requirements

Item	Requirement
Type	Acoustic perforated gypsum/mineral fiber
NRC Rating	0.70 minimum
Thickness	12 mm minimum
Fire Rating	Class 0 / Non-combustible

The Contractor shall ensure proper alignment and support of the ceiling system.

25. FLOOR SOUND INSULATION

- 25.1** The floor system shall include:
- Acoustic rubber underlay
 - Floating floor system where indicated
 - Floor finish as specified

Underlay Requirements

Item	Requirement
Type	Acoustic rubber underlay
Thickness	5 mm minimum
Impact Reduction	Minimum 18 dB

26. ACOUSTIC DOOR

- 26.1 The acoustic door shall be:

Item	Requirement
Type	Solid-core acoustic door
Thickness	45 mm minimum
STC Rating	STC 35 minimum
Frame	Heavy duty steel/hardwood
Seal	Full perimeter acoustic seal

The door shall be fitted with:

- Automatic drop seal
- Heavy duty hinges
- Door closer where required

No visible air gaps shall be permitted around the door assembly.

27. ACOUSTIC GLAZING

- 27.1 Where indicated in drawings, acoustic glazing shall consist of:

Item	Requirement
Type	Double glazed laminated glass
Thickness	6 mm + 12 mm air gap + 6 mm
Seal	Acoustic silicone sealant

Glass installation shall prevent vibration and sound leakage.

28. ACOUSTIC SEALANT

- 28.1 All joints, penetrations, openings and perimeter gaps shall be sealed using approved non-hardening acoustic sealant. Sealant shall remain flexible after curing and maintain acoustic performance throughout service life.

29. TESTING AND COMMISSIONING

- 29.1 The Contractor shall submit:
- Manufacturer technical data sheets
 - Acoustic performance certificates
 - Fire rating certificates
 - Shop drawings
 - Method statement

Upon completion, site testing shall be carried out to verify acoustic performance.

SECTION 3

FORM TO BE USED

SCHEDULE 1 – TENDER FORM

SUMMARY OF TENDER

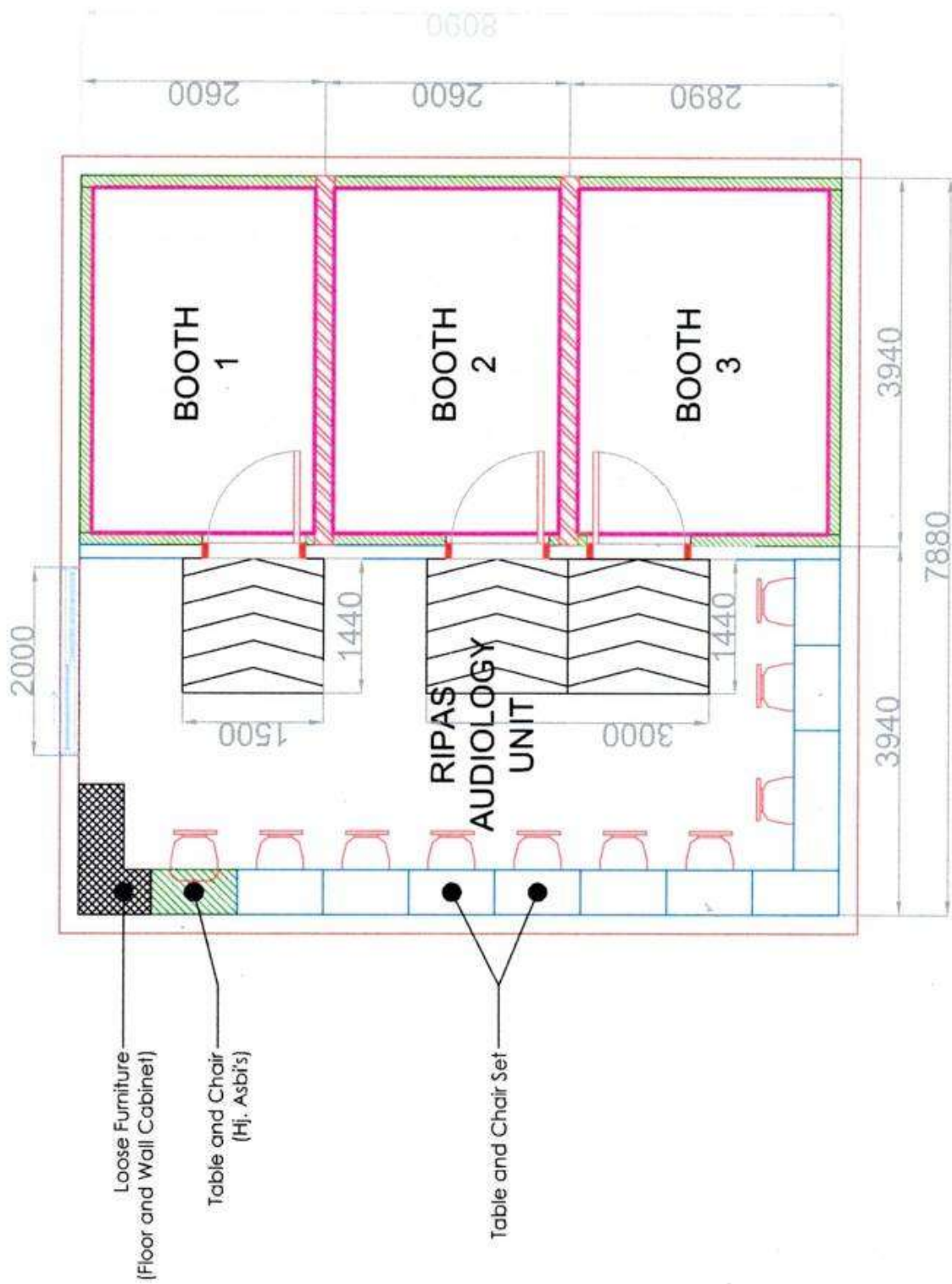
No.	Description	Unit	Rate	Quantity	Amount	
					\$	¢
A	The rates quoted shall include:					
	Materials, consumables, labour, insurance, tools, equipment, transport, barrier and others deemed necessary to carry out the works specified in the following description.		INCLUSIVE			
B	Materials and consumables required in compliance to Infection Control Risk Assessment Implementation and Monitor Policy.		INCLUSIVE			
C	All reinstatement and rectification works arise from the work.		INCLUSIVE			
1.0	<u>BILL NO.1 - DISMANTLING WORKS</u>					
1.1	Dismantle the existing 2 nos sound proof rooms and dispose of all materials from site	Lot		1		
1.2	Remove all existing furniture, cabinets and built-ins from site and transport to store as instructed by S.O.	Lot		1		
1.3	Dismantle and relocate of existing affected M&E materials/equipment/fittings either to reuse, reinstall or to dispose off-site as instructed by S.O.	Lot		1		
1.4	Remove all existing ceilings, vinyl flooring, door and frame and other debris from site to prepare for the renovation works. This work include hacking of affected floor to level.	Lot		1		
2.0	<u>BILL NO.2 – SOUNDPROOF ROOMS</u>					
2.1	Supply and install 1000mm(W) X 2100mm(H) electro-galvanized steel acoustic door with minimum STC45 rated c/w 200mm X 200mm acoustic glass viewer as specified below: - a) 2.0mm thick electro-galvanized steel frames and 1.5mm thick electro-galvanized steel panel b) Standard primer finish with color selected by endorser c) 200mm X 200mm acoustic glass viewer rating of STC45 d) 3 sided gaskets, threshold and complete with drop seals. <i>Notes: This scope of work include concrete lintels for the acoustic doors</i>	Lot		3		

No.	Description	Unit	Rate	Quantity	Amount	
					\$	₹
2.2	To engage an acoustic specialist with a recognized Government Certification in Noise Control with Be ISO 9001 and ISO 45001 certified to design and submit designed drawings for Hearing Assessment & Aural Rehabilitation rooms within these ISO compliant: - A) ISO 8253-1 Pure tone and Narrow band Test Signals B) ISO 8253-2 Sound Field (Free field) Audiometry C) ISO 8253-3 Speech Audiometry D) ISO 3382-2 Reverberation Time Test To engage an acoustic specialist to conduct the Acoustic Commissioning testing for the 3 nos. sound proof rooms in accordance to ESTM E336-11. The following test to be conducted are: - a) Noise Criterion (NC) - Background noise b) Reverberation Time (RT) c) Sound Transmission Class (STC) <i>Notes: The testing equipments to be utilised shall at least consist of the minimum of sound level meter, speakers, pre-amplifier, calibrated microphone and calibrator.</i>	Lot		1		
2.3	Supply and install designed 2 separate layers of acoustic false ceilings consisting of acoustic materials, acoustic ceiling panels, ceiling frames with vibration isolators and hangers to meet STC rating of 71 and Reverberation Time (RT60) of 0.24 to 0.4 second	m2		91		
2.4	Supply and install designed acoustic partitions over the existing and new 110mm brickwalls consisting of acoustic materials, air space, vibration isolators, partition frames and individually changeable anti bacteria flame retardant fabrics panels to meet STC rating of 71 and Reverberation Time (RT60) of 0.24 to 0.4 second	m2		130		
2.5	Supply and install designed 100mm self-suspended raised acoustic flooring over the existing concrete slab consisting of acoustic materials, vibration isolators, acoustic floor frames and 50mm thick concrete floor slab finished with medical grade vinyl flooring in self leveling compound to meet STC rating of 71 and Reverberation Time (RT60) of 0.24 to 0.4 second	m2		46		
2.6	To supply and install 600mm X 600mm slim type 40W LED daylight light fittings to be enclosed with acoustic material c/w 1.5mm2 PVC wirings in concealed PVC conduits and switches	Nos		6		

No.	Description	Unit	Rate	Quantity	Amount	
					\$	¢
2.7	To supply and install new 600mm x 600mm T8 LED tube complete with surfaced mounted mirrored/matt louvered fitting designed to accommodate 3 x T8 LED tubes, including compatible electronic driver or LED-compatible ballast (if required), mounting brackets, wiring connections, and testing including all necessary accessories to complete the work. The installation shall take into full consideration the reuse of existing cabling and/or wiring. The proposed components shall be suitable and/or fit with the existing sites requirements.	Nos		4		
2.8	To supply and install 600mm X 600mm 4-way throw supply air diffuser with volume control damper connected to the existing centralized airconditioning ductwork with 200mm diameter acoustic internally and externally insulated flexible ductwork.	Lot		6		
2.9	To supply and install 300mm X 300mm return air grilles connected to the existing return air ductwork with 150mm diameter internally and externally insulated flexible ductwork	Lot		3		
2.10	To supply and install 400mm X 400mm return air grille connected to the existing return air ductwork with 150mm diameter internally and externally insulated flexible ductwork	Lot		1		
2.11	To supply and install 13A socket outlets c/w 2.5mm ² PVC wirings in concealed PVC conduits. These electrical outlets must be enclosed with acoustic materials to minimised noise transmission. a) 3 nos of 2 x 13A / booth 1 nos of 1 x 13A / booth b) 2 nos of 2 x 13A / station	Nos		65		
2.12	Supply, Installation, Testing and Commissioning of shielded Cat6 FTP Cable from users location to existing RACK to be enclosed with acoustic materials to minimise noise transmission and faceplate with shutter, Approx. 50M max run* a) 3 lots for each sound proof booths b) 10 lots for each working stations c) 2 extra for printers: 1 near the corner workstation and 1 near the L-shaped loose furniture near the entrance. <i>Notes: Termination and Testing of data point for both ends. To trace, identify and labelling inclusive of test report. Install by certified installer</i>	Lot		15		
2.13	Supply and Installation of Cat6 FTP Patch Panel	Nos		1		
2.14	Supply and install industrial patch cords	m		15		
2.15	To supply and install 1 nos RJ12 telephone line splitter and its cables completes with accessories. These network outlets to be enclosed with acoustic materials to minimized noise transmission. <i>Notes: Rates shall include labeling and testing of telephone line, making good after installation works.</i>	Lot		1		

No.	Description	Unit	Rate	Quantity	Amount	
					\$	¢
2.16	To supply and install 1:12 gradient concrete ramp with slopes on both sides outside the 3 nos. sound proof room approximate 1500mm (l) x 1440mm (w)	Lot		3		
2.17	To supply and install aluminium slat system with black end caps on both sides and sticker or spray finished lettering/wording or other approved door signage. Signage outside the entrance: a) Audiology Unit (Room 9, Room 10, Room 11, Room 12) Approx Size: 300mm (l) x 250mm (h) b) Room 9, Room 10, Room 11 Room 12 Approx size: 300mm (l) x 50mm (h)	Nos		5		
3.0	<u>BILL NO.3 – RENOVATION WORKS</u>					
3.1	Prepare the office flooring to supply and install 3mm thick self-levelling compound for vinyl flooring sheet finishing for the office area.	Lot		1		
3.2	Supply and install manual main sliding tempered glass door c/w lock approximate 2m (W) X 2.1m (H).	Lot		1		
3.3	Provide 3 coats of interior wall anti-bacterial paint finished. Color of paint to be selected by end user	Lot		1		
4.0	<u>BILL NO.4 – FURNITURE</u>					
4.1	Custom built work station tables as per enduser requirement. Final measurements are determine at site with enduser. 11 workstation and 3 extra table in each booth. a) Wall Cabinet b) Table/ Office Desk	Lot		14		
4.2	Mid-back black mesh office chair with pneumatic seat height adjustment, 5 heavy duty dual castor wheels on swivel base and fire retardant padded foam seat. Dimensions:- Approximate 450mm (seat width) x 420mm (seat depth) x adjustable height between 750mm - 850mm - 10 swivel office chairs at the workstation - 3 swivel chairs in the booth - 3 stationary office chairs for patients.	Lot		16		
4.3	Built-in wall mounted cabinets with 2 layers shelf. Dimensions:- 600mm (H) X 320mm (D) X 8m (L)	Lot		1		
4.4	Built-in wall mounted cabinets with 2 layers shelf. Dimensions:- 600mm (H) X 320mm (D) X 3m (L)	Lot		1		

No.	Description	Unit	Rate	Quantity	Amount	
					\$	₹
4.5	L-shape floor mounted cabinet. Dimension:- 1.8m (W) X 0.5m (W) X 2.2m (H)	Lot		1		
TOTAL AMOUNT FOR THIS SUMMARY OF TENDER (B\$)						



1. I/we, the undersigned having examined and fully understood the tender Documents, inspected and checked the site, offer to carry out and execute the above works in accordance with all relevant Standards Specification and Codes of Practice for the sum of Brunei Dollars.

Brunei Dollars _____
_____(B\$ _____) only.

2. If my/our tender is accepted, I/we undertake to complete the whole works within **10 Weeks** from the date of possession/commencement allowing for all possible cause of delay which can reasonably be foreseen and not merely representing the number of working days required.
3. I/we confirm that my/our tender has been calculated on a firm price basis and that I/we have taken into account all aspects, site conditions and other matter that may affect the work s. I/we understand that I/we not be allowed any claims for payment may arise out of my/our misunderstanding, and/or misinterpretation and/or miscalculation of the works and/or site conditions.
4. I/We agree to the provision and conditions in **Appendix**.
5. I/we understand and agree that the Government has the option to accept part of my/our tender and I/we agree and confirm that in such case, there shall be no adjustment of my/our tender prices and/or rates.
6. Unless and until a formal agreement is prepared and executed, this tender offer together with your Letter of Acceptance thereof shall constitute a legal and binding contract between us.
7. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
8. Our offer is valid for **six (6)** calender months from the tender closing date.
9. When requested by you, we shall extend the validity of this offer.

Signature & Date

Name

In the capacity of

(Position in the Company)

(Tenderer Official Stamp)

On behalf of

(Name of Company).

Address

Telephone & Fax

MOH Registration No

(Copy of MOH Registration Certificate to be attached)

Tender Deposit No.

SCHEDULE 2 – INFORMATION SUMMARY

2.1 Tenderers shall provide in this Schedule the following information:

- a. Management summary
- b. Company profile (including Contractor and sub-contractor(s), if any)
- c. Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
 - *Building Construction Works*
 - *Soundproof Construction Works*
- d. Minimum manpower proposal for the project which will be full time on site
- e. Site visit form
- f. Other information which is considered relevant

SCHEDULE 3 – SUB-CONTRACTS

- 3.1 Tenderers shall complete Table 3.1 with information about all the companies involved in the provision of the services and items specified in this tender. This shall include details about the Contractor and each sub-contractor involved, as well as their respective responsibilities.
- 3.2 Tenderers shall also indicate in Table 3.1 any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

Table 3.1 - Responsibility Table

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

SCHEDULE 4 – COMPANY’S BACKGROUND

- 4.1 Each of the companies involved in this tender, including Contractor and subcontractor(s) (if any), shall provide information on the company's background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration with the Ministry of Development.

Name of company:

Registration No.:

Type Of Company:
(Sdn.Bhd., Partnership, Sole proprietor, Joint Venture, Trading Co.)

Authrosied Capital (B\$):..... Paid-up Capital (B\$) :.....

Banker for the Cmpany’s business:

Table 4 – Shareholders Table

Directors/Shareholders/ Proprietor	Percentage Share	Brunei I/C Number	Immigration Status

Current workforce (No.of persons) in Brunei :-

- | | |
|---------------------------|----------------------|
| a) Management :..... | b) Engineeers :..... |
| c) Technicians:..... | d) Tradesman :..... |
| e) Trainee/Workman :..... | f) Others :..... |

TOTAL WORKFORCE :	No. of persons
-------------------------	----------------

We certify that the above information is correct.

SCHEDULE 5 – REFERENCES

- 5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Contractor has provided similar services and items as specified in this tender in the recent 3 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.

SCHEDULE 6 – LETTER OF DECLARATION

SCHEDULE 7 – SCHEDULE OF MANUFACTURER AND SUPPLIERS

Item	Description	Offered	
1	Acoustic Material	Type	
		Brand:	
		Thickness:	
		Warranty:	
2	Gypsum Board	Brand:	
		Thickness:	
		Warranty:	
3	Acoustic Ceiling	Type:	
		Brand:	
		Thickness:	
		Warranty:	
4	Floor System	Type:	
		Brand:	
		Thickness:	
		Impact Reduction:	
		Warranty:	
5	Acoustic Door	Type:	
		Brand:	
		Thickness:	
		STC Rating:	
		Warranty:	

SCHEDULE 8 – SCHEDULE OF INFECTION CONTROL RISK ASSESSMENT (ICRA) FORMS



THE ICRA PROCESS FORM

PROJECT NAME:	
PROJECT MANAGER:	
PROJECT CONTRACTOR:	
CONTACT PERSON :	
CONTACT PERSON'S TEL NO:	
DATE ICRA PERFORMED:	

• **STEP 1: IDENTIFY THE CONSTRUCTION PROJECT TYPE**

The Construction Project Type is defined by the amount of dust that is generated, the duration of the project and any impact on the Heating/Ventilation/Air Conditioning (HVAC) system. Identify the type according to the following table: (circle the type of project)

Construction Activity/Project Type	Description of the Activities
TYPE A	Inspection and Non-Invasive Activities Includes but not limited to: Activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection e.g. removal of ceiling tiles for visual inspection, painting but not sanding, wall covering, electrical work and minor plumbing that disrupt water supply to localized patient care area (e.g. in one room)
TYPE B	Small scale short duration activities which create minimal dust Includes but not limited to: Activities that require access to duct spaces, cutting of walls, ceilings, sanding of walls for painting (where dust migration can be controlled), plumbing that requires disruption of water supply of more than one patient care area (> 2 rooms) for less than 30 minutes
TYPE C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes but not limited to: - Sanding of walls for painting or wall covering - Removal of floor-coverings, ceiling tiles and casework - New wall construction - Minor duct work or electrical work above ceilings - Major cabling activity - Any activity that cannot be completed within a single work shift
TYPE D	Major demolition, construction & renovation projects Includes but not limited to: - Activities that require consecutive work shifts - Require heavy demolition or removal of a complete cabling system - New construction

▪ **STEP 2: IDENTIFICATION OF PATIENT AT RISK GROUP**

Determine the Patient At Risk Group for the area and adjacent areas (same floor, below and above) to the project sites using the table below: (circle the group)

If more than one Risk Groups will be affected, select the Highest Risk Group.

LOW RISK	MEDIUM RISK	HIGH RISK	HIGHER RISK
- All office area - Non-clinical area	- Outpatient areas - Food prep areas - Radiology - Nuclear Medicine - MRI - Endoscopy Unit - Outpatient Physical Therapy (Rehab) - Psychiatric Services (Outpatient) - Cardiology Services (Outpatient)	- Emergency Department - Labour and Delivery Ward - Paediatrics Ward - Pharmacy - Newborn Nursery - Clinical Pathology - Day Care Surgery - Central Stores - Laboratories - Medical Units - Surgical Units	- Any area/Ward/unit caring for immunocompromised patients - Transplant Unit - Burns Unit - Dialysis/Renal Unit - CSSD - Cardiac Cath Lab - Intensive Care Units - Oncology - Operating Theatres - Negative pressure isolation rooms

▪ **STEP 3: CLASS OF PRECAUTIONS DETERMINATION**

Match the Construction Project Type identified in Step 1 to the Patient Risk Group identified in Step 2, using the matrix below, to determine the Class of Precautions required (circle the Class).

PATIENT RISK GROUP	CONSTRUCTION ACTIVITY/PROJECT TYPE			
	TYPE A	TYPE B	TYPE C	TYPE D
LOW RISK	Class I	Class II	Class II	Class III/IV
MEDIUM RISK	Class I	Class II	Class III	Class IV
HIGH RISK	Class I	Class II	Class III / IV	Class IV
HIGHEST RISK	Class II	Class III / IV	Class III / IV	Class IV

- DESCRIPTION OF THE REQUIRED INFECTION PREVENTION AND CONTROL SPECIFICATIONS BY THE CLASS OF PRECAUTIONS (circle the Class of Precautions as determined by Step 3 above)

CLASS OF PRECAUTION	DESCRIPTION OF THE INFECTION PREVENTION AND CONTROL SPECIFICATIONS	
	DURING PROJECT	UPON COMPLETION OF PROJECT
CLASS I	1. Execute work by methods to minimize raising dust from construction operations 2. Immediately replace a ceiling tile displaced for visual inspection	Clean work area upon completion of task
CLASS II	1. Provide active means to prevent airborne dust from dispersing into the atmosphere. (e.g. plastic barriers that extends from floor to ceiling with seams sealed with tape) 2. Water mist work surfaces to control dust while cutting 3. Seal unused doors with duct tape. 4. Block off and seal air vents 5. Place dust mat (preferably 'sticky' mats) at entrance and exit of work area 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Vacuum work area with vacuums and/ or wet mop work area before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III/IV	1. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers (e.g. plywood, plastic) to seal area from non-work area before construction begins. 3. Construct anteroom for Class IV and all personnel to pass through this room (including transporting construction materials) so that they can remove dust from their clothes before leaving the work site. 4. Place dust mat (preferably 'sticky' mats) at entrance and exit of work area. 5. Maintain negative air pressure within work site if necessary (for Class IV). 6. Contain construction waste before transport in tightly covered containers. 7. Cover transport receptacles or carts. Tape covering unless solid lid. 8. All personnel are required not to bring the dust out from the worksite by ensuring that their clothes are free from dust.	1. Do not remove barriers from work area until completed project is inspected by the Project Manager / Facility's Project Facilitator and/or Facility's Administrators and Infection Control Team and until site thoroughly cleaned. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Contain construction waste before transport in tightly covered containers. 4. Cover transport receptacles or carts. Tape covering unless solid lid. 5. Vacuum work area with vacuums, preferably HEPA-filtered. 6. Wet mop area with disinfectant. 7. Remove isolation of HVAC system in areas where work was performed.

	NAME	SIGNATURE	DATE
FACILITY'S ADMINISTRATOR:			
PROJECT MANAGER:			
PROJECT CONTRACTOR:			
FACILITY'S INFECTION CONTROL:			
FACILITY'S NURSING ADMINISTRATOR			

---END OF FORM---



PRE-COMMENCEMENT OF PROJECT ICRA MEETING CHECKLIST

PROJECT NAME:	
CHECKLIST COMPLETED BY:	
SIGNATURE:	
DATE:	

NO.	ITEM	TICK ☒
1.	ICRA performed using the ICRA Form – Date: _____	
2.	ICRA Form completed and signed	
3.	Copies of completed signed forms for:	
	Facility's Project Folder	
	Project Managers	
	Project Contractors	
	Facility's Infection Control	
4.	Target patient populations to be relocated discussed and defined	
5.	Designated areas for construction workers' use discussed and defined (lifts, entrance/exits, hallway route)	
6.	Patients/HCWs/Visitors traffic flow routes discussed and defined	
7.	Level of cleaning and responsibility discussed and defined:	
	Construction Workers – **'Construction Clean' within the project site (within hoardings)	
	Facility's Cleaning Services- ***'Hotel Clean' and ****'Hospital Clean'	
8.	Project site checked to ensure all recommended barrier precautions satisfactorily implemented before allowing project works to begin (Infection Control Permit to be granted)	

***'Construction Clean':**

- The level of cleaning performed by construction workers to remove gross soil, dust and dirt, construction materials and workplace hazards inside the construction zone or hoarding.
- It should be performed at least daily at the end of the workday but may be done as frequently as necessary to avoid accumulation and dispersion of dust to other areas of the facility.
- Components of Construction Clean:
 - o Floors are swept to remove debris.
 - o Walk-off mats to trap dusts, preferably adhesive floor strips, placed at strategic areas between the construction areas and outside, such as outside the door to the construction area, are replaced regularly and as required.
 - o Construction debris (e.g. large pieces of drywall, wiring) are removed.
 - o Work surfaces wiped clean.

****'Hotel Clean':**

- A measure of cleanliness based on visual appearance that includes dust and dirt removal, waste disposal and cleaning of windows and surfaces.
- It is the basic cleaning that should be applied to all areas of a health care setting.
- Components of Hotel Clean:
 - o Floors and baseboards are free of stains, visible dust, spills and streaks.
 - o Walls, ceilings and doors are free of visible dust, gross soil, streaks, spider webs and handprints.
 - o All horizontal surfaces are free of visible dust or streaks (includes furniture, window ledges, overhead lights, phones, picture frames, carpets etc.).
 - o Bathroom fixtures including toilet seats and bowls, sinks, faucets, drainage stopper and gaskets, tubs and showers are free of streaks, soil, stains and soap scum.
 - o Mirrors and windows are free of dust and streaks.
 - o Dispensers are free of dust, soiling and residue and replaced/replenished when empty.
 - o Appliances are free of dust, soiling and stains.
 - o Waste disposed appropriately.
 - o Items that are broken, torn, cracked or malfunctioning are identified and replaced.

*****'Hospital Clean':**

- A measure of cleanliness routinely maintained in clinical care areas of the health care setting.
- It is 'Hotel Clean' with the addition of disinfection, increased frequency of cleaning, auditing and other infection control measures applied to patient care areas of the health care setting.
- **Components of 'Hospital Clean'** are as the following:

HOTEL CLEAN
+
Cleaning and disinfection of high-touch surfaces in patient care areas with hospital-grade disinfectants
+
Cleaning and disinfection of non-critical medical equipment between patients
+
Periodic monitoring, auditing with feedback and education of cleaning practices



INFECTION CONTROL PERMIT

(to be given when barriers are satisfactorily set up)

NAME OF PROJECT:	
CLASS OF BARRIER PRECAUTION:	I / II / III / IV (circle one)
PROJECT CONTRACTOR:	
CONTACT PERSON FOR PROJECT CONTRACTOR:	
CONTACT NO:	
FACILITY'S PROJECT FACILITATOR:	
CONTACT NO:	
PROJECT SITE CHECKED BY:	
SIGNATURE:	
DATE ASSESSED:	

---END OF FORM---



PROJECT ROUND CHECKLIST

PROJECT NAME:	
CLASS OF BARRIER PRECAUTION:	I / II / III / IV (CIRCLE ONE)
PROJECT CONTRACTOR:	
PROJECT SITE ROUND LEAD BY:	

	DATE:	DATE:	DATE:	DATE:	DATE:
1. CONSTRUCTION BARRICADE					
HVAC system removed or isolated (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Negative air pressure maintained within project site (For Class IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Dust tight hoardings sealed, no penetration (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Anteroom available (for Class IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Walk off mats at entrance and/or exit and changed as needed (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Unused doors kept closed and sealed properly (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Windows kept closed and sealed properly (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
All access doors closed to public (for Class II / III / IV Projects)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Adequate signage in place	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Construction waste transported in tightly covered containers or in carts with covers that are taped	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A

Construction workers coming out of project site with clothes and shoes free of dust	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
2. AREA OUTSIDE OF HOARDING					
Floor areas clean with no dust tracks or footprints	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Horizontal surfaces free of dust	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Walls free of dust	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Windows free of dust	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Vents dust free	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Ventilation duct from project site sealed	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
3. TRAFFIC FLOW					
Construction workers accessing project site and construction wastes transported through approved routes (non-patient care areas)	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Patients'/ HCWs'/ Visitors' route away from the project site	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A
Free and unobstructed access for emergency response	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A	YES NO N/A

---END OF FORM---



UPON COMPLETION OF PROJECT CHECKLIST

PROJECT NAME:	
CLASS OF BARRIER PRECAUTION:	I / II / III / IV (CIRCLE ONE)
PROJECT CONTRACTOR:	
PROJECT SITE ROUND LEAD BY:	

NO.	INFECTION CONTROL PRECAUTION	DATE DONE:
1.	Do not remove barrier until project site thoroughly cleared and cleaned by the construction workers and fully inspected by Project Manager, the facility's Project Facilitator, the facility's Infection Control.	
2.	Project site thoroughly cleared and cleaned by the construction workers	
3.	Project site inspected by Project Manager, the facility's Project Facilitator, the facility's Infection Control	
4.	Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction	
5.	Construction waste transported in tightly covered containers or in carts with covers that are taped	
6.	Cleaning by the facility's Environmental/Cleaning Services:	
	Area vacuumed (preferably using HEPA-filtered vacuum)	
	Area wet mopped with water, detergent and disinfectant	
	Surfaces wet wiped with water, detergent and disinfectant	
7.	Remove isolation of HVAC system in areas where work was performed	
8.	Put on air conditioning full blast for 2 days	
9.	Lock doors to prevent intruders	
10.	Final walk through inspection:	
	Observe if any dust on furniture (surfaces to be wet wipe with water, detergent and disinfectant)	
	Review effectiveness of any problems noted before	

--END OF FORM--

AGREEMENT

Between

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

**Represented by
The Ministry of Health, Brunei Darussalam**

and

for

**DESIGN AND RENOVATION OF SOUNDPROOF ROOM AT AUDIOLOGY
DEPARTMENT AT SPECIALIST BUILDING 1, RAJA ISTERI PENGIRAN ANAK
SALEHA HOSPITAL**

THIS FORM TO BE USED WHERE QUANTITIES DO NOT FORM PART OF THE CONTRACT

CONTRACT NO. of 20.....

EXPENDITURE to be met from

.....

A CONTRACT made on the day of 20

BETWEEN

of (or whose Registered Office is situated at)

.....

.....

.....

Hereinafter called "the Contractor" of the one part and **THE PERMANENT SECRETARY, MINISTRY OF HEALTH, NEGARA BRUNEI DARUSSALAM.**

And his Successors in office for and on behalf of the Government of the State of Negara Brunei Darussalam

hereinafter called the "Government" of the other part.

.....

.....

.....

WHEREAS THE GOVERNMENT is desirous of *

at

and has caused Drawings and/or a Specification describing the Works to be done to be prepared.

.....

.....

AND WHEREAS the said Drawings numbered
(hereinafter referred to as the Contract Drawings), and/or Specification, Form of Tender and Letter of Acceptance of Tender and Schedule of Rates have been signed by or on behalf of the parties hereto :

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. For the consideration hereinafter mentioned the Contractor will upon and subject to Conditions annexed hereto execute and complete the Works shown upon the said Drawings and described or referred to in the said Specification and Conditions.
* State the nature and scope of the intended Works
2. The Government will pay the Contractor the sum of Brunei Dollars
.....(B\$) or
such other sum as shall become payable hereunder at the times and in the manner specified
in the said Conditions, and hereinafter referred to as the Contract Sum.
3. The term "Contract" wherever used herein and in all Contract Documents shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the Conditions annexed hereto the Specification and Drawings and Schedule of Rates and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. The term "Superintending Officer" (or the initials S.O.) wherever used hereinafter and in all Contract Documents shall mean the *
.....
.....
and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of this Contract. During the continuance of this Contract, any person acting for the Superintending Officer, or exercising his authority or any successor in office of such Superintending Officer shall not disregard or over-rule any decision, approval or direction given to the Contractor, in writing, by his predecessor, unless such action be ordered as a variation to be adjusted as hereinafter provided.
5. The terms "approved" and "directed" wherever used hereinafter and in all Contract Documents shall mean approved or directed as the case may be in writing by the Superintending Officer.
6. The term "Contractor" wherever used herein and in all Contract Documents shall mean the person or persons, partnership, firm or company whose tender for the Services has been accepted and who has or have signed this Contract and shall include his or their heirs, executors, administrations, assigns, successors and duly appointed representative.
7. The term "Items" wherever used herein and in all Contract Documents shall mean all or any portion of the items, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract.
8. Words importing the singular only also include the plural and vice-versa where the context requires.
9. All dimensions and measures shown on the Drawings and given in the Specification shall be taken to be English Legal Standard measures.

* Official designation of officer actually supervising the Services
Signed by the said *

Name :

.....
Contractor's Signature

Designation :

Address :

In the presence of

Name :

.....
Contractor's Signature

Designation :

Address :

Signed by the said

Name :

.....
for and on behalf of the Government

Designation : **SETIAUSAHA TETAP**

Address : **KEMENTERIAN KESIHATAN NEGARA BRUNEI DARUSSALAM**

In the presence of

Name :

.....
for and on behalf of the Government

Designation :

Address :

Date :

† Contractor's name in **BLOCK CAPITALS**.

‡ Official designation of officer, in **BLOCK CAPITALS**.

THE CONDITIONS HEREINBEFORE REFERRED TO

1. SCOPE OF CONTRACT

- (a) The Contract shall carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer, who may in his absolute discretion and from time to time issue further drawings, details and/or written instructions, written directions and written explanations (all of which are hereafter collectively referred to as "Superintending Officer's Instructions") in regard to :
 - (i) the variation or modification of the design, quality or quantity of the Works or the addition or omission or substitution of any works;
 - (ii) any discrepancy in the Drawings or between Drawings and Specification;
 - (iii) the removal from site of any materials brought thereon by the Contractor and the substitution of any other materials there for;
 - (iv) the removal and/or re-execution of any works executed by the Contractor;
 - (v) the dismissal from the Works of any person mentioned in Clause 10 hereof employed thereupon;
 - (vi) the opening up for inspection of any works covered up;
 - (vii) the amending and making good of any defects under Clause 16.
- (b) The Contractor shall forthwith comply with and duly execute any work comprised in such Superintending Officer's Instruction provided that verbal instructions, directions and explanations given to the Contractor or his foreman upon the Works by the Superintending Officer shall, if involving a variation, be confirmed in writing to the Contractor by the Superintending Officer within seven (7) days and, if not dissented from in writing within a further seven (7) days to the Superintending Officer by the Contractor, shall be deemed to be Superintending Officer's Instructions. If compliance with Superintending Officer's Instructions as aforesaid involves any variation such variation shall be dealt with under Clause 13 hereof as an authorised variation and the value thereof added to or deducted from the Contract Sum.
- (c) If compliance with Superintending Officer's Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by the Contract then, unless the same were issued owing to some breach of this Contract by the Contractor, the amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Contract Sum.
- (d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and/or initiate proceedings on behalf of the Government under Clauses 29, 30, 32, or 38 hereof is expressly reserved to the Director of Medical and Health Service.

2. NOTICES

The Contractor shall notify to the Superintending Officer an address whereat notices and Superintending Officer's Instructions under this Contract may be served upon him. In the event of the Contractor failing to notify the Superintending Officer of such an address, notices shall be deemed served upon the Contractor if sent by registered post to the address stated in this Contract or left at his office on the site and receipt obtained from the Contractor's representative.

3. DRAWINGS, SPECIFICATION AND SCHEDULE OF RATES

Unless otherwise provided in the Contract the Contractor shall before signing hereof furnish to the Superintending Officer a fully priced copy of the Schedule of Rates upon which the Contractor's tender is based and shall obtain the Superintending Officer's acceptance of such rates. The Contract Agreement, Contract Drawings, Specification and Schedule of Rates shall remain in the custody of the Government and shall be produced as and when required by the Contractor. The Superintending Officer shall furnish to the Contractor one (1) copy of the Contract Agreement and two (2) copies of the signed Contract Drawings and of the Specification and Schedule of Rates free of cost, and one (1) copy of all further Drawings issued during the progress of the Works. The Contractor shall keep one (1) copy of all Contract Drawings, the Specification and Schedule of Rates on the site and the Superintending Officer or his representative shall at all reasonable times have access to the same. Upon final payment to the Contractor he shall forthwith return to the Superintending Officer all Drawings, Specifications and Schedule of Rates..

Government shall not divulge or use any information contained in the priced Schedule of Rates otherwise than for the purpose of this Contract.

4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings, and Specification taken together whether the same may or may not be particularly shown or described provided that the same reasonably to be inferred there from; and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawing.

5. LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

- (a) The contractor shall comply with and give notices required by any written laws, regulations and by-laws of any local authority and/or any public service company or authority relating to the works or whose systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges demandable by law thereunder in respect of the Works; provide that the said fees and charges if not expressly included in the Contract sum by way of Provisional Sum or otherwise shall be added to the Contract sum and be payable to the Contractor accordingly.
- (b) The Contractor before making any variation from the Drawings and/or Specification necessitated by such compliance shall give to the Superintending Officer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.
- (c) If the Contractor within seven (7) days does not receive instructions he shall proceed with the work confirming to the provision, regulation or by-law in question and any variation necessitated as aforesaid shall be deemed a variation under Clauses 12 and 13 hereof and dealt with as such.

6. SETTING OUT

The Contractor shall set out the Works and during the progress thereof he shall amend at his own costs any errors arising from inaccurate setting out, unless the Superintending Officer shall otherwise decide. Any assistance which the Superintending Officer may render to the Contractor in setting out shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out.

7. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall so far as procurable be of the respective kinds described in the Drawings and Specification and the Contractor shall upon the request of the Superintending Officer furnish him with vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out any test of any materials which the Superintending Officer may in writing require and the cost thereof shall be added to the Contract sum unless provided for in the Contract by way of Provisional Sum or otherwise or unless the test shows that the said materials and/or workmanship are not in accordance with this Clause.

8. DAYS AND HOURS OF WORKING

No work shall be done on :

- (i) Between the hours of six (18:00 hrs) in the evening and seven (07:00 hrs) in the following morning; without the written permission of the Superintending Officer.

9. FOREMAN AND ASSISTANTS

The Contractor shall keep constantly on the site of the Works a competent general foreman and such assistants in each trade as may be necessary who must be capable of receiving verbal instructions in Malay or English and in default they shall be supplied by Government and all expenses in connection therewith shall be recoverable as provided in Clause 14 hereof. Any directions or explanations given to such foreman and his assistants shall be held to have been given to the Contractor in pursuance of Clause 1 hereof.

10. DISCHARGE OF WORKMEN

The Contractor shall employ only such technical staff, foreman, artificers and labourers on the Works as are thoroughly efficient and of good character. If, in the sole opinion of the Superintending Officer, any person employed by the Contractor misconducts himself or has caused quarrels or delays, or is incompetent, the Contractor, when so directed by the Superintending Officer, in writing, shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of the Superintending Officer.

11. ACCESS FOR SUPERINTENDING OFFICER TO WORK

The Superintending Officer and/or his representative shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract.

12. VARIATIONS AND EXTRAS

- (a) The Superintending Officer may at any time during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original Drawing, and Specification by way of addition or omission or otherwise deviating therefrom the said Works shall be executed according to the said variations or deviations under his direction and to his satisfaction as if the same had been included in the said original Drawings and Specifications; and any work or materials which shall be ordered not to be done or used shall be omitted or shall not be used by the Contractor.
- (b) The Superintending Officer shall have the right by varying the Drawings and Specifications as provided in the last proceeding sub-clause to increase or decrease the quantities of any item or items, or to omit any item or items or to insert any additional item or items without the consent of the Contractor.

13. PAYMENT FOR VARIATIONS & EXTRAS; FINAL MEASUREMENT

- (a) No variation shall vitiate this Contract. All variations and extras, authorised as herein provided, or subsequently sanctioned by the Superintending Officer in writing shall be measured by the Superintending Officer and the Contractor shall be given to the opportunity of being present during such measuring and taking such notes and measurements as he requires. The Contractor shall be supplied with a copy of the measured bill on or before the date of the Superintending Officer's certificate in respect of such variations and extras and the valuation thereof, unless previously or otherwise agreed, shall be made in accordance with the following rules : -
- (i) the rates in the original Schedule of Rates shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein;
 - (ii) the said rates, where extra works are not of similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same so far as may be reasonable; failing which, a fair valuation thereof shall be made based upon rates for similar work in the locality current at the time extra works are executed;
 - (iii) where extra work cannot properly be measured or valued, the Contractor shall be allowed day-work prices, plus fifteen (15) percent, which shall include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Superintending Officer at or before the expiration of the week following that in which such work shall have been done. Day-work prices for the purposes of this Contract shall be taken to mean the actual prime cost to the Contractor of his material, transport and labour for the work concerned and the Contractor shall, if required by the Superintending Officer, produced his receipt bill and wages in support thereof.
 - (iv) the said rates in the original Schedules of Rates shall determine the valuation of items omitted, provided that if omissions vary the conditions under which any remaining items of works are carried out, the rates for such remaining items shall be valued under (ii) hereof.
- (b) The Contractor shall submit claims for any work or circumstances on account of which he may consider that he is entitled to extra payment within one (1) week from the time of the commencement of such work or occurrence of such circumstance and all shall claims must be accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.
- (c) The amount to be allowed on either side in respect of variations and extras, ascertained as above described, shall be added to or deducted from the Contract Sum, as the case may be.
- (d) The measurements and valuations of the works shall be completed within the "Period of Final Measurement" stated in the Appendix or if not so stated then within three (3) months of the completion of the Works. Interim measurements and valuation shall be made whenever necessary to enable the Superintending Officer to issue certificates under Clause 36 hereof.

14. DEDUCTIONS FROM MONEY DUE TO THE CONTRACTOR

The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to the Government, from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing his certificates

as provided in Clause 36, shall have regard to any sums so chargeable against the Contractor; provided always that this provision shall not affect any other remedy, by action at law or otherwise, to which Government may be entitled for the recovery of such monies.

15. UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT NOT TO BE REMOVED FROM SITE

Where in any certificate on which the Contractor has received payment the Superintending Officer has included an amount in respect of any unfixed, materials intended for incorporation in the Works, and placed on or adjacent to the site, such materials for any loss or damage to which the Contractor shall be responsible shall not be removed except for use upon the Works without the authority of the Superintending Officer in writing.

16. DEFECTS AFTER COMPLETION

- (a) Any defects, shrinkages or other faults either of materials or workmanship, which may appear within the Defects Liability Period stated in the Appendix hereto or if none stated then within nine (9) months due to materials or workmanship not in accordance with this Contract shall within a reasonable time after receipt of the Superintending Officer's written instructions be made good by the Contractor and at his own cost.
- (b) If the Contractor shall fail to carry out any such instructions of the Superintending Officer, as by the proceeding sub-clause provided, within such reasonable time as may be specified in the order, the materials or work so affected may, at the option of the Superintending Officer, be made good by him in such manner as he may think fit, in which case the cost thereby incurred shall be deducted from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.
- (c) If any defects be such that, in the opinion of the Superintending Officer, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the Works due to the existence of such defect and deduct the amount of such diminution from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.

17. SUB-CONTRACTING

The Contractor shall not without the written consent of the Superintending Officer first obtained assign this Contract or sub-contract all or any portion of the Works; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the Works being sub-contracted with the written consent of the Superintending Officer the Contractor shall be solely and personally responsible for the due observance by such authorised sub-contractors of all the terms, stipulations and Conditions herein expressed.

18. NOTICE OF GARNISHMENT

The Contractor shall not cause, permit or suffer to be issued in satisfaction of any decree, judgment or other order given or to be given against the Contractor any notice of garnishment binding any property of the Contractor which is in the possession of the Government.

19. NOMINATED SUB-CONTRACTORS

- (a) All specialist, merchants, tradesman, and others executing any work or supplying and fixing any goods for which Prime Cost prices or Provisional Sums are included in the Contract who may be nominated or selected by the Superintending Officer are hereby declared to be sub-contractors employed by the Contractor and are herein referred to as "nominated sub-contractors".

- (b) The Superintending Officer or the Contractor, if so instructed in writing by the Superintending Officer, shall obtain tenders for sub-contractors' work in respect of which Prime Cost prices or Provisional Sums are included in the Contract as aforesaid and the Contractor shall on the written instructions of the Superintending Officer place such sub-contracts with the nominated sub-contractors.
- (c) No nominated sub-contractor shall be employed upon or in connection with the Works against whom the Contractor shall make what the Superintending Officer considers to be reasonable objections or (save where the Superintending Officer and Contractor shall otherwise agree) who will not enter into sub-contract providing :
 - (i) that the nominated sub-contractor shall, in respect of the sub-contract, duly observe all the terms, stipulations and Conditions herein expressed;
 - (ii) that the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default by the nominated sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant the property of the Contractor or against any liability under any Workmen's Compensation Legislation in force.
 - (iii) that payment without discount or deduction shall be made to the nominated sub-contractor by the Contractor within fourteen (14) days of his receipt of the Superintending Officer's certificate under Clause 36 hereof which includes the value of such nominated sub-contractor's work.
- (d) Before any such certificate is issued to the Contractor he shall, if requested by the Superintending Officer, furnish to him reasonable proof that all nominated sub-contractors, accounts included in previous certificates have been duly discharge; in default whereof the Government may pay the same upon a certificate of the Superintending Officer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Government and the nominated sub-contractor.
- (e) Should the Superintending Officer desire to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and the nominated sub-contractor has satisfactory indemnified the Contractor against any latent defects, then the Superintending Officer may in a certificate under Clause 36 hereof include an amount to cover the said final payment and upon payment thereof to the nominated sub-contractor the Contractor shall be discharged from all liability for the work or materials covered thereby save for such latent defects as aforesaid and he shall pay to the nominated sub-contractor the amount (subject to Clause 36 hereof) so certified whereupon the limit of the Retention Fund named in Clause 36 hereof shall be reduced by such certified amount.

20. FAIR WAGES

- (a) The Contractor shall recognise the freedom of his work people to be members of Trade Unions.
- (b) If established industrial rates and conditions of employment (as hereinafter defined) exist in the State of Negara Brunei Darussalam, the Contractor shall in respect of all work people employed by him in and for the performance of this Contract pay rates of wages (including allowances) and observe hours and other conditions of employment not less favourable than those established for work of the same character in the trade or industry concerned in the district where the work is carried on :
 - (i) by collective agreement or other recognised machinery of negotiation between the organisation of employers and workers' representatives

respectively of substantial proportions of the employers and workmen in the trade or industry concerned; or

- (ii) by arbitration award; or
 - (iii) by national laws or regulations.
- (c) Where the conditions of labour referred to in the preceding paragraph are not in the manner referred to there in the district where the work is carried on, the Contractor shall in respect of his workers pay wages (including allowances), hours of work and other conditions of labour which are not less favourable than :
- (i) those established by collective agreement or other recognised machinery of negotiation, by arbitration, or by national laws or regulations, for work of the same character in the trade or industry concerned in the nearest district; or
 - (ii) the general level observed in the trade or industry in which the Contractor is engaged by employers whose general circumstances are similar.
- (d) The Contractor shall, if required, notify the Commissioner of Labour of the names and addresses of all his sub-contractors.

21. DISPUTE AS TO WAGES

In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with this Clause 20 hereof such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner Of Labour for decision in accordance with the Labour Enactment, 1954.

22. WAGES BOOKS AND TIME SHEETS

The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by all workmen employed by him and for the performance of this Contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the Superintending Officer of the Commissioner Of Labour in that behalf, and shall furnish to the Superintending Officer or his duly authorised representative such information relating to the wages and conditions of employment of such workmen as the Superintending Officer or the Commissioner of Labour or his duly authorised representative may from time to time require.

23. CHILDREN UNDER 14

No child under the age of fourteen (14) years by English reckoning shall be employed in any work to be performed under this control.

24. DEFAULT IN PAYMENT OF WAGES

In the event of default being made in the payment of any money in respect of wages of any workman employed by the Contractor in and for the performance of this Contract and if a claim thereof is filed in an office of the Commissioner of Labour and proof thereof is furnished to the satisfaction of an officer of the said Department, the Superintending Officer may, failing the payment of the said money by the Contractor make payment of such claim to the Commissioner of Labour or his representative out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be payment made to the Contractor under and by virtue of this Contract.

25. DAMAGE TO PERSONS AND PROPERTY

- (a) ***Injury to Persons*** - The Contractor shall indemnify Government in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the Works to any property real or personal due to any negligence, omission or default to himself, his agents or his servants or of any authorised sub-contractor or to any circumstance within his control.
- (b) ***Injury to Property*** - The Contractor shall be liable for and shall indemnify the Government in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the Works to any property real or personal due to any negligence, omission or default of himself, his agents or his servants or of any authorised sub-contractor or to any circumstances within his control.

26. WORKMEN'S COMPENSATION

- (a) The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at his own expense with an insurance company to be approved by the Superintending Officer in writing a policy or policies of insurance indemnifying the Contractor and the Government including for this purpose every officer and department thereof from all liabilities arising out claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Enactment, 1957 or other law amending or replacing such Enactment and from all costs and expenses incidental or consequently thereto.

- (b) The said policy or policies so taken out shall be endorsed as follows :

Endorsement "A" - "It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under any Workmen's Compensation Enactment for the time being in force in the State against any officer of the Government for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said officer or Government, the Company will indemnify the said officer or Government against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation".

Endorsement "B" - "It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured while engaged in the business and occupation in respects of which the within policy is granted but only so far as regards Claims under any Workmen's Compensation Enactment for the time being in force in the State".

- (c) The said policy or policies so taken out shall be deposited with the Superintending Officer and the Contractor shall maintain it or them in full force and effect by payment of all premium from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the Contractor shall produce to the Superintending Officer the last receipt for payment such premiums.

- (d) If any default is made by the Contractor in complying with the terms of this Clause the Superintending Officer may without prejudice to any other remedy available to the Government for breach of any terms of this Contract :
- (i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such monies so withheld satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and/or.
 - (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any monies due or become due to the Contractor.
- (e) Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Government to be indemnified by the Contractor in respect of all compensations, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by the Government under the said Ordinance or other law.

27. FIRE INSURANCE

- (a) The Contractor shall insure against loss or damage by fire all works and buildings constructed or in course of construction in pursuance of or for the purposes of this Contract and all materials and other things delivered on to the site and approved by the Superintending Officer and ready for incorporation in such works and buildings and shall keep the same insured until such work, buildings and things respectively are handed over to the Superintending Officer.
- (b) The said insurance shall be effected with an insurance company to be approved in writing by the Superintending Officer and in the name of the Government for the full value of the Works executed together with all materials on site including any materials supplied by or the property of the Government; and the Contractor shall deposit with the Superintending Officer the policies and the receipts for the premiums paid for such insurances.
- (c) In case of failure by the Contractor to effect or renew such insurance the Superintending Officer may himself effect or renew such insurance and pay the premium in respect thereof and deduct the amount so expended from any monies due or to become due to the Contractor.
- (d) In the event of loss or damage by fire to any works, building materials or things insured under this Clause all monies received by the Government under the insurance policies shall be paid by the Superintending Officer to the Contractor by such installments as the Superintending Officer may deem reasonable and shall be applied by the Contractor in or towards the rebuilding, repair or replacement of the works, building, materials or things destroyed or damaged and the Contractor shall on receipt of such monies proceed with all due diligence to effect such rebuilding, repair or replacement as aforesaid and shall have no claim to any payment in respect thereof beyond the payment to him of the said monies, provided that in case of any such loss or damage by fire as aforesaid the Superintending Officer shall allow the Contractor such extension of time for the performance of this Contract as shall be just and reasonable.

28. DATE FOR POSSESSION AND COMPLETION

- (a) No work on this Contract shall be commenced unless and until the Contract Agreement shall have been executed by all parties thereto nor until the Security Deposit stipulated under Clause 35 hereof shall have been deposited with the

Government and the receipt therefore produced for the inspection of the Superintending Officer.

- (b) Possession of the site as complete as may be reasonably possible but not so as to constitute a tenancy, shall be given on or before the "date for possession" stated in the Appendix to the Contractor who shall thereupon and forthwith commence the Works and regularly proceed with and complete the same (except such painting or other decorative work as the Superintending Officer may instruct him to delay) on or before the "date for completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.
- (c) In the event of any delay in giving possession of the site, the date of giving possession of the site shall be certified by the Superintending Officer and such certified date shall be considered as the date commencement. The Contractor shall not be entitled to claim for any loss or damage caused by such want of possession.
- (d) When the Works have been completely executed according to the provisions of the Contract and to the satisfaction of the Superintending Officer, the date of such completion shall be certified by him and such date shall be the date of commencement of the Defects Liability Period as provided in Clause 16 hereof.

29. DAMAGES FOR NON-COMPLETION

If the Contractor fails to completed the Works by the date in the Appendix or within any extended time under Clause 30 hereof and the Superintending Officer certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor shall pay or allow to Government a sum calculated and at the rate stated in the Appendix as liquidated and as ascertained damages for the period during which the said Works shall so remain or have remained incomplete and the Superintending Officer may deduct such damages from any monies due to the Contractor.

30. DELAY AND EXTENSION OF TIME

If, in the opinion of the Superintending Officer, the Works be delayed by ***force majeure*** or by reason of any exceptionally inclement weather or by reason of directions given by the Superintending Officer consequential upon disputes with neighbouring owners or by reason of the Superintending Officer's Instructions given in pursuance of Clause 1 hereof or in consequence of the Contractor not having received in due time necessary instructions from the Superintending Officer for which he shall have specially applied in writing, or by reason of civil commotion, local combination of workmen, strike or lock-out affecting any of the trades employed upon the Works or by the works of nominated sub-contractors or by the works of other contractors or tradesman engaged by Government which are not referred to in the Specification, then in such case the Superintending Officer shall make a fair and reasonable extension of time for completion of the Works. Upon the happening of a strike or lock-out the Contractor shall immediately give notice thereof in writing to the Superintending Officer, but he shall nevertheless use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Superintending Officer to proceed with the Works.

31. FAILURE BY CONTRACTOR TO COMPLY WITH SUPERINTENDING OFFICER'S INSTRUCTION

If the contractor, after receipt of a written notice from the Superintending Officer requiring compliance within seven (7) days, fails to comply with such further drawing and/or Superintending Officer's Instructions, the Superintending Officer may employ and pay other persons to execute any works whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Superintending Officer as a debt or may be deducted by him from any monies due or become due to the Contractor.

32. DETERMINATION OF CONTRACT BY THE SUPERINTENDING OFFICER

(a) **Default** - If the Contractor shall make default in any of the following respects namely :

- (i) without reasonable cause wholly suspends the Works before completion;
- (ii) fails to proceed with the Works with reasonable diligence;
- (iii) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to remove defective work or improper materials;

then, if such default shall continue for seven (7) days after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may without prejudice to any other rights herein contained thereupon by notice sent by registered post determine this Contract; provided that notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if the Government is at the time of notice in breach of this Contract.

(b) **Bankruptcy of Assignment** - if the Contractor :

- (i) commits an act off bankruptcy; or
- (ii) become insolvent or compounds with or makes any assignment for the benefit of his creditors; or
- (iii) assigns or sub-contract the Contract or any portion thereof without the written permission of the Superintending Officer;

then, and in any such events, the Superintending Officer may without prejudice to any other rights herein contained by a notice sent by registered post determine this Contract.

(c) In either of the above cases the following shall apply, namely :

- (i) the Government may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the site and use all materials, temporary buildings, plant and appliances, thereon, and may purchase all materials necessary for the purposes aforesaid.
- (ii) the Contractor shall if so required by the Superintending Officer assign to Government without further payment the benefit of any contract for the supply of the materials and/or works intended for use under this Contract or for the execution of any works and Government shall pay the agreed price (if unpaid) for such materials or works supplied or executed after the said determination.
- (iii) the Contractor shall during the execution or after completion of the Works under this Clause as and when required remove from the site his temporary buildings, plants, appliances and any materials within such reasonable time as the Superintending Officer may specify in a written notice to him and in default Government may without being responsible for any loss or damage remove and sell the same holding the proceeds less all costs incurred to the credit of the Contractor.
- (iv) until completion of the Works under this Clause no payment shall be made to the Contractor under this Contract; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, the Superintending Officer shall certify the amount of expenses

properly incurred by Government and if such amount added to the monies paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to the Government by the Contractor; and if the said amount added to the said monies be less than the said total amount the difference shall be a debt payable by the Government to the Contractor.

- (v) in the event of the completion of the Works being undertaken departmentally allowance shall be made when ascertaining the amount to be certified as expenses properly incurred by Government, for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.
- (vi) Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, 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 Contract with Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with Government the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code.

33. EFFECT OF WAR, RIOTS, FLOODS, ETC.

If during the performance of this Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exist which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between the Superintending Officer and the Contractor of failing such agreement shall be settled as provided in Clause 38 of this Contract.

34. PRIME COST, PROVISIONAL SUMS AND ARTISTS

- (a) The words "Prime Cost" or the initials "P.C." applied in the Contract to goods to be obtained and fixed by the Contractor, shall mean, unless otherwise stated in the said Contract, the nett sum paid to the Merchant after deducting all trades discounts for such goods in the ordinary course of delivery, but not deducting discount for cash.
- (b) Items in the Contract containing the words "Prime Cost" or the initials "P.C." shall be dealt with as follows, namely :

Gifts, Inducements and Rewards - The Superintending Officer shall debit the Contractor with all such items as they are priced in the Contract, he shall then credit the Contractor with such sums [as defined in sub-clause (a)] as are actually paid by him which correspond to the several "Prime Cost" or "P.C." amounts and an amount in each case proportional to the respective sums, if any, added by the Contractor in carrying out the items to the money column as aforesaid, provided that where in the opinion of the Superintending Officer the Contractor has incurred expense for special packing or special carriage the Superintending Officer shall allow for the same as part of the sums actually paid by the Contractor. Any goods or works for which "P.C." sums are provided in the Contract to be included in the Contract Sum may, if the Superintending Officer so decides, be treated as Provisional Sums and dealt

with under the sub-clause (c) next following :

- (c) The Provisional Sums mentioned in the Contract for materials to be supplied or for work to be performed by nominated sub-contractors or for other work or fittings to the Works shall be paid and expended at such times and in such amounts in favour of such persons as the Superintending Officer shall direct and sums so expended shall be payable by the Contractor without discount or deduction or (without prejudice to any rights of the Contractor under the Contract referred to in Clause 19 hereof) by Government to the said nominated sub-contractors or suppliers. The value of works which are executed by the Contractor in respect of Provisional Sums or in additional works shall be ascertained as provided in Clause 13 hereof. At the settlement of accounts the amount paid by the Contractor to the said nominated sub-contractors or suppliers and the said value of such works executed by the Contractor shall be set against all such Provisional Sums or any sum provided for additional works and the balance after allowing **pro data** for the Contractor's profit at the rates contained in the Contract shall be added to or deducted from the Contract Sum; provided that no deductions shall be made by or on behalf of Government in respect of any damages paid or allowed by any nominated sub-contractor to the Contractor the intention being that the Contractor and not Government shall have the benefit of any such damages.
- (d) The Contractors shall permit the execution of work by artists or tradesman who are not nominated sub-contractors and who may be engaged by the Superintending Officer.
- (e) Where the Contractors in the ordinary course of his business directly carries out works for which Provisional Sums are contained in the Contract and where such works are set out in the Appendix hereto and the Superintending Officer is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to Government's right to reject the lowest or any tender. If the tender of the Contractor for any work included in any Provisional Sum is accepted, such tender shall be held to include the profit and the Contractor shall not be entitled to profit, **pro rata**, on the amount stated in his tender notwithstanding any provision to the contrary in Clause 34(c) herein.

35. SECURITY DEPOSITS

The Contractor shall, as a condition precedent to the commencement of any work under this Contract, deposit with the Government, a cash amount or an approved Banker's Guarantee equal to a percentage, as stated in the Appendix, of the Contract Sum as a fund (hereinafter referred to as the 'Security Deposit'). It is agreed that the Superintending Officer may utilize and make payments out of or deductions from the said Security Deposit in accordance with the terms of this Contract.

36. PROGRESS PAYMENT

- (a) When works to the value of the sum referred to in the Appendix (or less at the discretion of the Superintending Officer) has been executed by the Contractor in accordance with the terms of this Contract the Superintending Officer shall at that time and once (or more often at discretion of the Superintending Officer) during the course of each succeeding month issue to the Contractor a certificate showing the estimated total value of the work done up to the date of such certificate.
- (b) An amount in respect of unfixed materials and things properly supplied and stored upon the site and ready and fit for early incorporation in the Works may, unless in the opinion of the Superintending Officer there is no reason to the contrary, be included in the estimated total value of work from time to time certified under this Clause as having been done by the contractor but if so included the amount in respect of such unfixed materials and things shall be separately stated and the amount of materials and things certified shall not exceed seventy-five (75) per cent of their full value.

- (c) Within a number of days not exceeding that referred to in the Appendix of the issue of any such certificate the Government will make a payment to the Contractor in connection with the work and/or materials referred to in that certificate.
- (d) Such payment shall after taking into account any payments previously made and amounts previously retained as hereinafter mentioned amount only to ninety (90) per cent of the estimated total value of the work and/or materials certified to have been done and/or supplied the remaining ten (10) per cent being retained as a fund (hereinafter called the "Retention Fund") which fund shall be additional to the Security Deposited deposits in accordance with the terms of this Contract.

Provided that when the sums retained as Retention Fund amount in the aggregate to a sum equivalent to seven and a half (7½) per cent of the Contract Sum then any subsequent payment made in connection with any subsequent certificate issued by the Superintending Officer shall amount to the full value of the work and/or materials certified in any certificate to have been executed and/or supplied less all payment previously made and less all sums previously retained as part of the Retention Fund.

- (e) When the Works have been completed no payment shall be made on the final certificate issued under this Clause until the Contractor shall have satisfied the Superintending Officer by means of either :
 - (i) a statutory declaration made by or on behalf of the Contractor, or
 - (ii) a certificate signed by or behalf of the Commissioner of Labour.

to the effect that the workmen who have been employed by the Contractor on the Works, including workmen employed by nominated sub-contractors and by authorised sub-contractors engage directly by the Contractor have received all wages, due to them in connection with such employment and that all dues under the Labour Code have been paid.

- (f) No certificate of the Superintending Officer shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates nor shall it relieve the Contractor from his liability to amend and make good all defects, shrinkages, other faults or damage as provided by this Contract.

37. PAYMENTS OF SECURITY DEPOSIT AND RETENTION FUND

- (a) The Retention Fund (or any balance thereof remaining for the credit of the Contractor) shall be retained and shall not become payable to the Contractor during a period of such number of months after the completion of the Works as is referred to in the Appendix and shall thereafter become payable and be paid to the Contractor only if and when all shrinkages, defects, other faults and damage shall have been amended and made good in accordance with the terms of Clause 16 of this Contract and only after the Contractor shall have complied with the terms of sub-clause (e) of Clause 36 of this Contract.
- (b) The Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released on the completion of the whole of the Works comprised in this Contract and shall be refunded forthwith.

38. ARBITRATION

Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Contractor in and for the purpose of this Contract including workmen employed by nominated sub-contractors engaged directly by the Contractor shall arise between Government or the Superintending Officer on its behalf and the Contractor, either during the progress or after completion of the

Works or after the determination, abandonment, or breach of the Contract, as to the construction of the Contract or as to any matter or thing arising thereunder, or as to the withholding by the Superintending Officer of any certificate to which the Contractor may claim to be entitled, then the Superintending Officer shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties unless the Contractor within fourteen (14) days of the receipt thereof by written notice to the Superintending Officer disputes the same in which case or in case the Superintending Officer for fourteen (14) days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Superintending Officer and the Contractor or, in event of his death or unwillingness or inability to act, or if the Superintending Officer and Contractor fail to agree, an Arbitrator will be nominated by the Minister of Development, Negara Brunei Darussalam, and the award of such Arbitrator shall be final and binding on the parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer and the Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the cost of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of any Arbitration Ordinance for the time being in force in the State.

APPENDIX

CLAUSE :

13		Period of Final Measurement (if none stated is three (3) months)
16 & 37(a)		Defects Liability Period (if none stated is nine (9) months)
28		Date for Possession
28		Date for Completion
29		Liquidated and Ascertained Damages at the rate of \$ $\frac{15\% \times \text{CONTRACT SUM}}{\text{CONTRACT DURATION}}$ IN DAYS per day
34(e)		Work, covered by Provisional Sums, for which the Contractor will be permitted to tender
.....		
.....		
.....		
.....		
35		Security Deposit (-)
36(a)		Value of work excluding unfixed materials to be done before certificate will be issued
36(c)		Period for honouring of certificate ----- 30 WORKING DAYS