

TENDER REF. NO.: KK/162/2026/JPK(TC)

**MINISTRY OF HEALTH
NEGARA BRUNEI DARUSSALAM**

**THE PROVISION OF COMPREHENSIVE MAINTENANCE
SERVICES FOR FIRE ALARM SYSTEM, FIRE HOSE REEL
SYSTEM AND FIRE EXTINGUISHERS FOR BUILDING
UNDER HEALTH CENTRES TUTONG, MINISTRY OF
HEALTH FOR A PERIOD OF THREE (3) YEARS**

TENDER FEE : \$10.00

RECEIPT NO. :

CLOSING DATE : ON TUESDAY, 04th AUGUST 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]

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SECTION 1

INSTRUCTION TO TENDERERS

1. INTRODUCTION

- 1.1 The purpose of this Invitation To Tender is to invite Tenders for the **MAINTENANCE SERVICES FOR FIRE ALARM SYSTEM, FIRE HOSE REEL SYSTEM AND FIRE EXTINGUISHERS FOR BUILDINGS UNDER HEALTH CENTERS TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS**

2. INTERPRETATION

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

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

"Government" means the Government of His Majesty the Sultan and Yang 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;

"Services" means the services to be provided by the Tenderer as described in **Section 2** of this Invitation To Tender;

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

"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 This Invitation To Tender is open only to contractors which are registered with the **Fire & Rescue Department, Ministry of Home Affair and Ministry Of Development, category KPME05.**
- 3.2 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender.

4. CONFIDENTIALITY

- 4.1 This Invitation To Tender constitutes confidential and proprietary information of the Government and shall not, except with the consent in writing of the Government, 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. SITE VISIT

- 6.1 In order to provide consistent advice and clarification to all parties at the same time, a "site visit" session may be held for all potential Tenderers. The venue, date and time of the session will be confirmed by the Government.
- 6.2 Those potential Tenderers wishing to attend the session must nominate their representatives (which shall not exceed more than 3). All nominations must be in writing (via mail, e-mail or facsimile) and sent to the Government Project Officer not later than 48 hours before the session and shall specify therein the names and positions/roles of the nominated representatives together with the contact phone and facsimile numbers and e-mail addresses of each representative.
- 6.3 Where 2 or more organisations and/or individuals propose to jointly tender, then only a maximum of 3 persons can attend on behalf of the members of the consortium. Where the Tenderer proposes to use one or more sub-contractors, then only a maximum of 3 persons can attend on behalf of that Tenderer and its sub-contractors.
- 6.4 At the site visit session, the Government will endeavour to answer any questions from Tenderers in relation to this Invitation To Tender. If the Government is unable to provide an answer to a question at the site visit session, it will endeavour to provide the answer as soon as possible after the session.
- 6.5 Other than the site visit or pursuant to any enquiry permitted by the Invitation To Tender, no other form of communication or contact or any attempt to do so, shall be made by any intending Tenderer or its representatives.

7. SUBMISSION OF TENDER

7.1 All Tenders shall be submitted in a form which satisfies the following requirements:

7.1.1 the Tender must be in English;

7.1.2 each page must be numbered consecutively;

7.1.3 whenever possible, the Tender submitted should not exceed A4 paper size; and

7.1.4 the Tender must be bound in a form which does not facilitate replacement of pages (i.e., loose leaf binding is not acceptable).

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

7.3 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 and DUPLICATE 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.**

7.4 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 on Tuesday, 04th August 2026"**
and

(iii) the closing date and time of the Tender.

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

"MAINTENANCE SERVICES FOR FIRE ALARM SYSTEM, FIRE HOSE REEL SYSTEM AND FIRE EXTINGUISHERS FOR BUILDINGS UNDER HEALTH CENTERS TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS – KK/162/2026/JPK(TC)"

7.5 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.

7.6 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.

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

8.0 VALIDITY PERIOD OF TENDER

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

8.2 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.

9. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

9.1 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.

9.2 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.

10. 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.

11. 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 this Invitation To Tender. Tendered prices shall be firm and fixed and remain valid for acceptance for a period of twelve (12) 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.

12. 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.

3. CLARIFICATION PRIOR TO TENDER CLOSING DATE

13.1 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
PMMPMHAMB Hospital, Tutong
Negara Brunei Darussalam**

Telephone no: 4260721 ext. 181,188

13.2 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.

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

14. OWNERSHIP OF TENDER DOCUMENTS

14.1 By submitting a Tender, the Tenderer:

14.1.1 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

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

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

15. TENDER CLOSING DATE

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

16. LATE TENDERS

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

17. TENDERERS TO INFORM THEMSELVES

17.1 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:

17.1.1 the necessary skills, knowledge and experience to provide the Services sought;

17.1.2 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. 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

- 17.1.3 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.

18. SUB-CONTRACTORS

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

19. ERRORS IN TENDERS

- 19.1 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.
- 19.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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
- 19.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
- 19.7.2 the correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 19.8 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.

20. CLARIFICATION OF TENDERS BY GOVERNMENT

- 20.1 At any stage during the evaluation phase, the Government may:
- 20.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or

- 20.1.2 call for interviews with Tenderers; or
 - 20.1.3 request Tenderers to provide additional information in writing; or
 - 20.1.4 conduct a site inspection or a presentation of the Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.
- 20.2 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.
- 20.3 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. INVALID TENDERS**
- Incomplete Tender submissions and/or Tender submissions received after the Tender Closing Date shall be invalid.
- 25. ACCEPTANCE OF TENDER**
- 25.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefor.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 26. COPYRIGHT**
- 26.1 The Government reserves to itself all copyrights in this Invitation To Tender.

27. PERFORMANCE BOND [Not Applicable to This Tender]

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

28. SUPPORTING DOCUMENTS (FORMS TO BE USED)

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

28.1.1 **Schedule 1 – Tender Form**, in the format set out in **Section 3** to in this Invitation To Tender;

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

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

28.1.4 **Schedule 4 - Company's Profile**, containing information on the Tenderer's financial standing, certified copy of its Certificate of Incorporation, Form X or Section 16 & 17 and Certificate of Registration with Ministry of Development; Fire & Rescue Department and Ministry of Health.

28.1.5 **Schedule 5 - References**, containing a list of organisations or government agencies to whom the Tenderer has provided similar services and items as specified in this Invitation To Tender;

28.1.6 **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

28.1.7 **Schedule 7 – Statement of Compliance**, containing statement of compliance corresponding to all the sections in **Section 2** in this Invitation To Tender.

28.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

29. COMPLIANCES 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.

30. EVALUATION OF TENDER

Evaluation Objective

30.1 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

30.2 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

- 30.3 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.
- 30.4 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

- 30.5 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.
- 30.6 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.
- 30.7 Information obtained pursuant to these enquiries an information supplied by referees and other persons may be taken into account by the Government when evaluating Tenders.

SECTION 2

SPECIFICATIONS

THE PROVISION OF MAINTENANCE SERVICES FOR FIRE ALARM SYSTEM, FIRE HOSE REEL SYSTEM AND FIRE EXTINGUISHERS FOR BUILDINGS UNDER HEALTH CENTERS TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS

1. GENERAL

- 1.1 Tenderers are sought from suitably qualified and registered Fire Protection Firms with skilled staff and adequate testing instruments who wish to be considered for the provision of maintenance services (hereinafter "Maintenance Services") for the Fire Alarm System, Fire Hose reel System and Fire Extinguishers (hereinafter "the System") for Buildings under Health Centers Tutong as set out in **Schedule I – Location of Buildings under Health Centers and Health Office Tutong** for a duration of **three (3) years**.
- 1.2 The Tenderer shall provide Maintenance Services for the System inclusive of all necessary spare parts and replacement parts if required to ensure that the System is kept in good working order and condition and functioning within the manufacturer's specifications. The Maintenance Services consist of:
 - Preventive maintenance, and
 - Corrective maintenance
- 1.3 All prices to be quoted shall include labor, parts and transport charges.
- 1.4 Tenderer shall also ensure that technical services shall be available twenty-four (24) hours a day for the convenience of the Government to provide assistance for any emergency service.

2. MAINTENANCE SERVICES

2.1 Preventive maintenance

- 2.1.1 The Contractor shall prepare and submit the work schedule for the three (3) years period of the contract covering the preventative maintenance schedule fourteen (14) days after the tender is awarded.
- 2.1.2 Scheduled or routine preventive maintenance, which includes testing and inspection, on the System shall be performed during Government working hours [07.45 am – 12.15pm and 01.30 pm – 04.30 pm].
- 2.1.3 Preventive maintenance shall be performed every three (3) months in accordance with the maintenance schedules set out in **Schedule II – Maintenance and Servicing Schedule** as recommended by the manufacturers' service manuals.
- 2.1.4 Preventive Maintenance shall be planned and carried out so as to cause minimum inconvenience and disruption to the operation of the Fire Alarm System, Fire Hose reel System, and Fire Extinguishers.
- 2.1.5 Although the maintenance schedules may not include instructions for every component of each item of the equipment, the Tenderer is expected to carry out the usual maintenance process in accordance with the normal trade practices and to meet specific requirements of the respective equipment's manufacturer's recommendations.
- 2.1.6 All materials specified to be used on the routine preventive maintenance visits such as cleaning, minor position adjustments, key replacements/duplication, shall be included in the cost of the service.
- 2.1.7 The frequencies of the preventive maintenance may be adjusted, by mutual agreement, to suit the duty and conditions of operation of the System's equipment.

2.1.8 Where follow-up work is considered necessary and involves further repairs, the Tenderer shall notify the Superintending Officer of the extent of the repairs before proceeding with the work.

2.1.9 The Tenderer shall ensure that downtime of any of the equipment within the System is kept to a minimum. The maximum period for which any equipment to be continuously out-of-service shall be **one (1) day**. A penalty of **B\$100.00 per day** shall be imposed if the said period is exceeded and that, it is in the opinion of the Superintending Officer, the System ought reasonably to have been put back to service.

2.1.10 The Tenderer is also required to submit monthly reports covering details of periodic inspection, servicing and repairs. The monthly report shall include, but not limited to, a log showing the time when fault notice was received, nature of fault, time when rectification work was initiated, actual time taken for repair, materials and parts used.

2.2 Corrective maintenance

2.2.1 Corrective maintenance shall be performed at **ANY TIME (inclusive of public holiday)** upon notification by the Superintending Officer or his representative.

2.2.2 The Tenderer shall dispatch his technician to a site specified by the Superintending Officer or his representative **within 30 minutes** (hereinafter "Call Out Time") after being notified in writing or telephone that a fault is reported via a "Service Call Slip" which the Tenderer shall collect prior to commencing the repair or replacement works. This Service Call Slip must be certified by the Superintending Officer or his representative with an official stamp, time in, time out and date.

2.2.3 If the Response Time is exceeded, a penalty of **B\$50.00 per hour** shall be imposed upon the Tenderer for every hour or part thereof that the Response Time is exceeded.

2.2.4 The technician shall complete any repair or replacement of parts within **seven (7) days** from the time the technician arrives at the specified site. A penalty of **\$100.00 per day** shall be imposed if the said downtime is exceeded and that, it is in the opinion of the Superintending Officer, the System ought reasonably to have been put back to service.

2.3 Additional Services

2.3.1 The Tenderer shall service the existing panels such as tightening the cable, terminations, replacement of fused indicating lights, faulty meters, tidying up the internal wirings, relays, components and boards.

2.3.2 The Tenderer is also required to provide necessary protection against the existing plants and equipment in the adjacent working areas while carrying out the Maintenance Services.

3. SHUT DOWN OF FIRE ALARM SYSTEM, FIRE HOSE REEL SYSTEM, AND FIRE EXTINGUISHERS

3.1 Where it is necessary to shut Fire Alarm System, Fire Hose reel System, or Fire Extinguishers for preventive maintenance, this shall be done in liaison with the S.O. of the site affected. This will take the form of shutting down Fire Alarm System, Fire Hose reel System, or Fire Extinguishers during the normal working day at a time when it will cause least risk to the building security and least disturbance to the staff.

3.2 In some cases, it may be practical to shut down the Fire Alarm System, Fire Hose reel System, or Fire Extinguishers only before or after working hours, in which case special arrangements for access and security must be made at the Ministry's expense.

4. SPARE PARTS

- 4.1 The Tenderer shall maintain sufficient spare parts which are commonly used to ensure and enable all preventive maintenance to be carried out and to replace any parts which may be reasonably expected to be needed due to breakdown.
- 4.2 The Tenderer shall submit a price list of all parts or items as listed out in **Schedule III – Schedule of Parts**. This list shall be inclusive of all duties, taxes, labor charges, transport charges and maintained for three years.
- 4.3 Tenderer shall remove and replace any parts supplied which are damaged, defective or do not meet the respective specification within one (1) day. Failure to do within the stipulated time may result in the removal of the part/s by the Superintending Officer and replaced by others. The Government reserves the right to recover all costs and expenses incurred for such removal and replacement.
- 4.4 A grace period of **two (2) weeks** for repairs which are outstanding due to unavailability of spare parts or awaiting spare parts, after which a penalty of **B\$100.00 per day or part thereof** shall be imposed. A written notice will be given to the Tenderer seven (7) days prior to expiry of the grace period and start of the penalty.
- 4.5 If, in the opinion of the Superintending Officer, any of the parts supplied are not in accordance with the specifications, the superintending officer reserves the right to submit the part/s to expert examination and/or test. All costs in connection therewith shall be borne by the Tenderer unless such examination and/or test show that the said part/s is/are in accordance with its specification/s.
- 4.6 All parts supplied must be certified with approval from the Department of Fire and Rescue Services Department.

5. CANCELLATIONS

- 5.1 For all cancelled or postponed maintenance services, the Contractor is required to give in writing the reasons for not carrying out such works on the scheduled date/s.
- 5.2 The Ministry reserves the right to arrange alternative dates/times to perform the outstanding maintenance services or make deductions from the charges/invoices submitted for payment.

6. PERSONNEL

- 6.1 To ensure the proper and efficient execution of the Maintenance Services, the Tenderer shall provide and employ qualified and competent workers to perform the Maintenance Services as follows:
- One (1) registered technician/supervisor
 - Two (2) tradesmen
- 6.2 Failure to provide the required personnel to carry out the Maintenance Services will result in an imposition of the following charges:
- Supervisor/Technician - **B\$75.00 / day**
 - Tradesman - **B\$50.00 / day**
- 6.3 The Tenderer shall ensure that such personnel are properly trained and employed (if they are employed outside of Brunei Darussalam) by the Tenderer throughout the three years' duration.
- 6.4 The Tenderer 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 Maintenance Services in the format set out in **Section 3** of this Invitation To Tender. 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 three-year duration.

- 6.5 The Superintending Officer reserves the right to remove, reject or replace any persons employed by the Tenderer, who in the opinion of the Superintending Officer is not competent to execute the Maintenance Services, and shall direct the Tenderer to replace such person/s.
- 6.6 All personnel employed by the Tenderer shall be neatly and properly attired in uniforms and equipped with proper tools and safety equipment to enable them to carry out their work safely, accurately and without any risk of causing damage to the System or any of the buildings.
- 6.7 Where the System is installed in a secured area, the Tenderer is required to obtain security clearance for all his personnel and vehicle requiring access to such area.

7. INSURANCE

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

8. LOG BOOKS AND REPORTS

- 8.1 A record of the work done on each maintenance visit for each location in **Schedule I** shall be noted in a log book by the Tenderer.
- 8.2 The log book must show the date, time and duration of work performed; a description of the work performed; and the names of the Tenderer's personnel responsible for performing the work.
- 8.3 Completion of the maintenance visit shall be affixed via the technician's signature and shall be confirmed in writing by the Superintending Officer or his representative
- 8.4 The log book must be available for inspection by the Government at any time.
- 8.5 The Tenderer shall also submit Maintenance Service Reports in a format acceptable to the Government and shall include the following information:
 - Reference number of any equipment of the System;
 - Job number;
 - Date of completion of job;
- 8.6 Any verbal reports made by the EMS on any breakdown shall be made available to the superintending officer or his representative within twenty-four (24) hours of receiving the complaint. Such report must state the nature of the fault, work done and whether any further work is required.

9. EQUIPMENT

- 9.1 The Tenderer shall ensure that all technicians working on site are equipped with adequate equipment and/or tools to enable them to carry out their work safely, accurately and without risk of causing any damage to the System or any of the buildings. Such equipment and tools include but are not limited to the following:
 - Multimeter
 - Insulation Tester
 - Smoke/heat detector tester
 - Glass fuse
 - Indicator panel bulbs

- 9.2 The tenderer shall ensure that each technician working on site is provided with a General Tool Kit containing, at minimum, the following items:

NO.	ITEM CATEGORY	MINIMUM TOOLS REQUIRED
1.	Screwdrivers	• Flat screwdriver • Phillips screwdriver • Precision screwdriver set
2.	Pliers & Cutting Tools	• Combination pliers • Needle-nose pliers • Side-cutting pliers
3.	Electrical Tools	• Wire stripper • Crimping tool • Electrical/insulation tape • Terminal connectors (basic assortment)
4.	General Hand Tools	• Adjustable wrench • Utility knife • Small hammer • Allen/hex key set
5.	Measuring & Marking	• Measuring tape • Marker pen or labeler
6.	Fastening & Accessories	• Cable ties • Assorted screws
7.	Lighting	• Flashlight or headlamp
8.	Tool Storage	• Hand-carry toolbox or tool pouch

10. **CONTRACT PRICE AND PAYMENT**

- 10.1 The Tenderer shall quote the cost of an annual service contract which shall consist of the maintenance services charges and the cost of parts replaced (if any), upon receipt of:

- One (1) original invoice;
- One (1) duplicate invoice;
- Service Call Slip; and
- A detailed Maintenance Service Report

- 10.2 The Tenderer shall submit the invoice of the previous month **within first two (2) weeks of the following month**. All claims shall be addressed to:

**Head of Section
Estate Maintenance Section
PMMPMHAMB Hospital, Tutong
Negara Brunei Darussalam**

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

SCHEDULE I

LOCATION OF BUILDINGS UNDER HEALTH CENTERS AND HEALTH OFFICE TUTONG

Item No.	Name Of Building
A.	Tutong Health Centers Buildings with Complete Fire Protection (Fire Alarm System + Fire Hose Reel System + Fire Extinguishers): - 1. Lamunin Health center 2. Pekan Tutong Health Center
B.	Tutong Health Centers Buildings with Fire Extinguishers Only: - 1. Kelugos Health center 2. Telisai Health center 3. Health Office Tutong

SCHEDULE II
MAINTENANCE & SERVICING SCHEDULE

1. TESTING AND INSPECTION FOR FIRE ALARM SYSTEM

- 1.1 **QUARTERLY TEST:** The following inspection and testing procedures should be carried out.
- 1.2 Before proceeding the quarterly test, the Superintending Officer or his representative must be notified.
- 1.3 Test operation of fire alarm panel “test”, “isolate”, “fault test”, bell isolate”, “buzzer isolate” “AHU isolate” and other switches in the panel, ensuring their correct functioning and that appropriate bells and or buzzers are sounded and appropriate indicators are lit. Bell rings shall be kept as short duration as possible to enable the functioning test of bells.
- 1.4 Simulate alarm panel mains supply failure. Ensure that the battery supply is on and appropriate indicators are lit.
- 1.5 Check battery voltages and charging current in accordance with the manufacturer’s instruction.
- 1.6 Check batteries including terminals for cleanliness and correct level of electrolyte in each cell to ensure that they are in good serviceable condition.
- 1.7 Check condition of battery cabinet for corrosion and to ensure that batteries are stored in secure condition.
- 1.8 Simulate fire conditions by operating test switches and break-glass fire points on all alarm groups, then reset the installation to normal.
- 1.9 Simulate fault conditions on all alarm groups to ensure that the fire indicator board is operating correctly including fault annunciators and audible alarms.
- 1.10 Check that the fire indicator board is in clean and operative condition and ensure that the enclosure is maintaining a satisfactory dust seal.
- 1.11 Examine the condition of components, resistors, capacitors and cables.
- 1.12 Record results of the test in the log book and note any circuits that are subject to repair alteration or extension.
- 1.13 Reset all switches in the alarm panel to normal after the test.

2. TESTING AND INSPECTION FOR FIRE HOSE REEL SYSTEM

- 2.1 **QUARTERLY TEST:** The following inspection and testing procedures should be carried out.
- 2.2 Before proceeding the quarterly test, the Superintending Officer or his representative must be notified.
- 2.3 Check water level of water storage tank in the system.

- 2.4 Check that all stop valves are secured in the open or closed position as appropriate.
- 2.5 Check and record the pressure at the installation gauge and water supply gauge and ensure that normal water pressure is maintained.
- 2.6 Start all pumping units by operating the test valve in the manner which simulate the operation of hose reel and checking the following.
 - a) Correct cut-in pressure
 - b) Efficient pump gland operation
 - c) Operation of both local and remote pump run alarms
- 2.7 On the electric motor driven pumps, check the phase failure alarm and check that there is no excessive vibration or noise. Pump shall be operation within 30 seconds.
- 2.8 After testing of the pumps and resetting of the systems, check and record the pressure at the installation gauge and water supply gauge to ensure that normal pressure is maintained.
- 2.9 Check the pump room to ensure it is kept free of combustible material and accessible at all times.
- 2.10 Check hose reel to ensure that the inlet valve, shut off nozzles are sound and free of leaks.
- 2.11 Check nozzles to ensure no blockage or restriction to the flow.
- 2.12 Check swivel joint of drum for leakage and ease of movements.
- 2.13 Record inspection details, findings, and any actions taken in the maintenance logbook.

3. INSPECTION FOR FIRE EXTINGUISHER (SIX MONTHLY) INCLUDING REFILLING

- 3.1 **SIX MONTHLY INSPECTION:** The following inspection procedures should be carried out.
- 3.2 Before proceeding with the six-monthly inspection, the Superintending Officer or his representative must be notified.
- 3.3 Visually inspect each extinguisher for damage, corrosion, leakage, or tampering.
- 3.4 Confirm extinguisher is in its designated location and is easily accessible.
- 3.5 Check that wall brackets or cabinets are secure and undamaged.
- 3.6 Verify the pressure gauge is within the operable (green) zone.
- 3.7 Ensure safety pin is in place and security seal is intact.
- 3.8 Inspect the hose, nozzle, or discharge horn for cracks or blockages.

- 3.9 Confirm the extinguisher type matches the fire risk in the area (e.g. CO₂ for electrical).
- 3.10 Check that the operating instructions on the label are legible.
- 3.11 Lift or weigh the extinguisher (if applicable) to ensure its full and not underweight.
- 3.12 Gently shake dry chemical extinguishers to prevent powder settling (if required by manufacturer).
- 3.13 Look for signs of tampering, misuse, or discharge.
- 3.14 Ensure no obstructions are blocking access or visibility.
- 3.15 Clean the extinguisher surface and label if dusty or dirty.
- 3.16 Record inspection details, findings, and any actions taken in the maintenance logbook.
- 3.17 Fire extinguisher and the components to be inspected include:
 - I. Water Extinguisher
 - a) Safety Pin
 - b) Adhesive Label
 - c) 'O' Ring
 - II. Dry Powder Extinguisher
 - a) 1kg Powder
 - b) Quad Ring
 - c) Operating Head
 - d) Adhesive Label
 - e) Safety Pin
 - f) Pressure Gauge
 - g) Nozzle complete with hose (4.5kg and above)
 - III. Carbon Dioxide Extinguisher
 - a) 1kg CO₂ gas
 - b) Quad Ring
 - c) Safety Pin
 - d) Discharge Horn
 - e) Adhesive Label
 - f) Valve Body
 - IV. Carbon Dioxide Cartridge Extinguisher
 - a) 55gm
 - b) 75gm
 - c) Refilling CO₂
 - V. Foam Extinguisher
 - a) Quad Ring
 - b) Plunger
 - c) Safety Pin
 - d) Aluminium Sulphate
 - e) Sodium Bicarbonate
 - f) Adhesive Label
 - VI. Bracket

SCHEDULE III
SCHEDULE OF PARTS
(Prices quoted to include labor)

	REPLACEMENT OF PARTS	CONVENTIONAL TYPE	
1.0	FIRE ALARM SYSTEM		
1.1	Smoke Detector	\$	
1.2	Heat Detector	\$	
1.3	Break Glass Call Point	\$	
1.4	Alarm Bell / Addressable Sounder	\$	
1.5	Batteries:		
	a. 20AH 12V Sealed Lead Acid Battery	\$	
	b. 40AH 12V Sealed Lead Acid Battery	\$	
1.6	Indicating Bulb	\$	
1.7	Main Panel Key	\$	
1.8	Fit End of Line Resistor for Joining	\$	
1.9	Fault Buzzer	\$	
1.10	Battery Charger	\$	
1.11	Zone Module Card	\$	
1.12	Main Frame Fire Alarm Panel Board		
	a. 8 Zone	\$	
	b. 10 Zone	\$	
1.13	Main Frame FAPS c/w Zoning Card& System		
	a. 8 Zone	\$	
	b. 10 Zone	\$	
1.14	Surface wiring 2x1.5mm ² FP100/20 Cable in G.I (red) conduit per meter	\$	
2.0	PIPING C/W MOUNTING BRACKETS ETC	UNIT	PRICE
2.1	50mm diameter	meter	\$
2.2	25mm diameter	meter	\$
3.0	REFILLING OF FIRE EXTINGUISHER	UNIT	PRICE
3.1	<u>Water 9.0L [gas Cartridge Type]</u>		
	a. Supply unit	no.	\$
	b. Refill / Servicing	no.	\$
	c. Valve assembly	no.	\$
	d. Discharge Nozzle	no.	\$
	e. Safety Pin	no.	\$
	f. Safety Seal	no.	\$
	g. CO2 Cartridge	no.	\$

3.2	<u>Dry Chemical [2.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.3	<u>Dry Chemical [4.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.4	<u>Carbon Dioxide [2.3 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.5	<u>Foam 9.0L</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.6	<u>Dry Powder [2.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.7	Pendaftaran Nombor	Per Cylinder	\$
3.8	Bracket	Per Pc	\$

4.0	FIRE HOSE REEL PARTS	UNIT	PRICE
4.1	Hose reel set [25mm x 30m]	set	\$
4.2	PVC Non-Kink Rubber Hose	no	\$
4.3	Gate Valve [2", 4", 6"]	no	\$
4.4	Chromed Nozzles	no	\$
4.5	Hose Clip	no	\$
4.6	Hose reel drum	no	\$
4.7	Hose reel cabinet	no	\$
4.8	Nozzles wall bracket	no	\$
4.9	Cabinet lock	no	\$
4.10	Emergency key box	no	\$
4.11	Hose reel sign label	no	\$
4.12	Key box replacement glass	no	\$
4.13	Inspection label	no	\$
4.14	Drum / cabinet repainting	no	\$
4.15	Motor Pump	no	\$
4.16	Motor pump overhauling	no	\$
4.17	Re-piping per meter [surface] 50mmØ	meter	\$
4.18	Re-piping per meter [underground]	meter	\$
4.19	Pressure switch [any range c/w calibration and setting]	no	\$
4.20	Pressure gauge [any range c/w calibration and setting]	no	\$
4.21	Panel indicator bulb	no	\$
4.22	Panel fuse	no	\$
4.23	Float switch	no	\$
4.24	Check valve [50mmØ]	no	\$
4.25	Strainer [50mmØ]	no	\$
4.26	Panel relay	no	\$
4.27	Replacement of control panel	no	\$

FORM 1

TENDER FORM

TENDER REFERENCE NO.: KK/162/2026/JPK(TC)

INVITATION TO TENDER

MAINTENANCE SERVICES FOR FIRE ALARM SYSTEM, FIRE HOSE REEL SYSTEM AND FIRE EXTINGUISHERS FOR BUILDINGS UNDER HEALTH CENTERS TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS

TENDER OF (name of tenderer): _____

Company/Business Registration No: _____

Tender Closing Date _____

Item No.	Name Of Building	Rate	Price For Quarterly Test
A.	Tutong Health Centers Buildings with Complete Fire Protection (Fire Alarm System + Fire Hose Reel System + Fire Extinguishers): - 1. Lamunin Health center 2. Pekan Tutong Health Center		
B	Tutong Health Centers Buildings with Fire Extinguishers Only: - 1. Kelugos Health center 2. Telisai Health center 3. Health Office Tutong		
TOTAL A			

Annual Price	=	TOTAL A	X	4	=	TOTAL B
	=	.....	X	4	=	.....
Price For 3 Years	=	TOTAL B	X	3	=	.....
	=	.....	X	3	=	.....
TOTAL AMOUNT	=	.....				

1. We offer and undertake on your acceptance of our Tender to provide the above-mentioned Services in accordance with your Invitation To Tender.
2. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
3. We shall execute a formal agreement in the appropriate form set out in Section 4 "Contract" of the Invitation To Tender together with such further terms and conditions, if any, agreed between the Government and us.
4. OUR OFFER IS VALID FOR **TWELVE (12)** CALENDAR MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this day of 2026

Signature of authorized officer of Tenderer

Name:

Designation:

Tenderer's official stamp

FORM 2

INFORMATION SUMMARY

- 2.1 Tenderers shall provide in this Schedule the following information:
- a. Management summary
 - b. Company profile (including Tenderer and sub-contractor(s), if any)
 - c. Years of experience (as of the Tender Closing Date) of the Tenderer and sub-contractor(s) in the:
 - *Provision of maintenance services for fire alarm systems*
 - d. Other information which is considered relevant

FORM 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 Tenderer and each sub-contractor involved, as well as their respective responsibilities.
- 3.2 Tenderers shall also indicate in Table 3.1 any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

Table 3.1 Responsibility Table

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

FORM 4

COMPANY'S BACKGROUND

- 4.1 Each of the companies involved in this tender, including the Tenderer and sub-contractor(s) (if any), shall provide information on the company's background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be).

FORM 5

REFERENCES

- 5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Tenderer has provided similar services and items as specified in this tender in the recent 5 years as of the Tender Closing Date.

Table 5.1 References of previous customers

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

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

FORM 6

LIST OF MANPOWER ALLOCATION

FOREMAN/ SUPERVISOR

Name:

Brunei I/C No & Colour:

Date of Issue:

Valid until:

Qualification:

Experience:

TECHNICIAN

Name:

Brunei I/C No & Colour:

Date of Issue:

Valid until:

Qualification:

Experience:

TRADESMAN 1

Name:

Brunei I/C No & Colour:

Date of Issue:

Valid until:

Qualification:

Experience:

TRADESMAN 2

Name:

Brunei I/C No & Colour:

Date of Issue:

Valid until:

Qualification:

Experience:

FORM 7

SITE VISIT FORM

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

Project Title : PROVISION OF MAINTENANCE SERVICES FOR FIRE ALARM
SYSTEM, FIRE HOSE REEL SYSTEM AND FIRE
EXTINGUISHERS FOR BUILDINGS UNDER HEALTH CENTERS
TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3)
YEARS

Tender No. : KK/162/2026/JPK(TC)

Company :

Date of Visit :

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

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

Name and Signature

Date: _____

Company Stamp

FOR OFFICAL USE ONLY

Name and Signature

Date: _____

Department Stamp

Note:

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

FORM 8

**PENGAKUAN INTEGRITI PENENDER
*TENDERER'S INTEGRITY DECLARATION***



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

AGREEMENT

BETWEEN

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

**REPRESENTED BY
MINISTRY OF HEALTH, BRUNEI DARUSSALAM**

and

[]

for

**PROVISION OF MAINTENANCE SERVICES FOR FIRE ALARM SYSTEM, FIRE
HOSE REEL SYSTEM AND FIRE EXTINGUISHERS FOR BUILDINGS UNDER
HEALTH CENTERS TUTONG, MINISTRY OF HEALTH FOR A PERIOD OF
THREE (3) YEARS**

(Agreement Ref: _____)

2026

BETWEEN

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM, represented by the Ministry of Health, Jalan Menteri Besar, Bandar Seri Begawan, Brunei Darussalam (hereinafter referred to as “the Government”)

AND

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

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

NOW IT IS AGREED as follows:

1 DEFINITION AND INTERPRETATION

1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:

1.1.1 "Agreement" means this Agreement and the **Schedules A to D** attached hereto (as may be amended, modified, varied and/or supplemented thereto from time to time) and includes any document which by reference in the Schedules or this Agreement or which the parties hereto have agreed in writing to be a Schedule to be annexed hereto and be incorporated into this Agreement and includes any amendment, modifications and/or supplements thereto made from time to time;

1.1.2 “Down Time” means the period starting from the Contractor's receipt of notice from the Government requiring the Contractor to deliver or provide Maintenance Services until the rectification of the Fire Alarm System to its normal working order;

1.1.3 "Effective Date" means the date of signature of this Agreement by the parties;

1.1.4 "Fire Alarm System" means the Fire Alarm System, Carbon Dioxide (CO2) Fire Suppression System, Hose reel System, Fire Extinguishers and/or parts existing or available at the Site;

1.1.5 “Maintenance Charges” means the charges for the Maintenance Services as specified in **Clause 3.2** and **Schedule A**;

1.1.6 “Maintenance Services” means Preventive Maintenance Services and Corrective Maintenance Services to be provided by Contractor on the Fire Alarm System under this Agreement;

1.1.7 “Other Services” means all the services to be provided by the Contractor as required under this Agreement, other than Maintenance Services. This shall include servicing the existing panels such as tightening the cable, terminations, replacement of fused indicating lights, faulty meters, tidying up the internal wirings, relays, components and boards;

1.1.8 "Response Time" means the period starting from the Contractor's receipt of a notice from the Government requiring the Contractor to provide Maintenance Services or

Other Services, as the case may be, to the arrival or commencement of Maintenance Services or Other Services, as the case may be, at the Site;

- 1.1.9 "Service Request Form" means the Government's written request for a quotation for the supply of Spare Parts as specified in **Clause 6**;
- 1.1.10 "Site" means the buildings under Health centres and Health office Tutong as specified in **Schedule 1** and any other area/building as notified by the Government in writing from time to time;
- 1.1.11 "Work Order" means the Government's written authorization to supply Spare Parts as specified in **Clause 6**.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.
- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.
- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2 DURATION OF AGREEMENT AND CONTRACTOR'S UNDERTAKING

- 2.1 This Agreement shall commence on the..... (Effective Date) and subject to **Clause 15** shall remain in force thereafter for a period of **THREE (3) YEARS**. Upon expiry of the said Three (3) Years, this Agreement may, at the option of the Government, be renewed for such period and on such terms and conditions as may be expressly agreed to between the parties in writing
- 2.2 In consideration of the payment by the Government of the Maintenance Charges in accordance with the provisions of **Clause 3**, the Contractor undertakes to:
 - 2.2.1 provide Maintenance Services for the Fire Alarm System;
 - 2.2.2 prepare and submit to the Superintending Officer the Preventative Maintenance schedules for the Fire Alarm System within thirty (30) days of the Effective Date;
 - 2.2.3 prepare and submit to the Superintending Officer Monthly Maintenance Service Reports covering details of periodic inspection, servicing and repairs in accordance with **Clause 5.3**;
 - 2.2.4 to provide, at no extra charge to the Government, emergency minor adjustment and/or rescue service on a 24-hour basis for Fire Alarm System breakdowns, as soon as such breakdowns are reported to the Contractor,

upon the terms and conditions of this Agreement.

3 MAINTENANCE CHARGES

Payment for the Maintenance Services shall be two-fold as follows: -

- a. Maintenance Charges; and
- b. Payment for Spare Parts.

Maintenance Charges

- 3.1 In consideration of Maintenance Services and Other Services carried out by the Contractor under this Agreement, the Government shall pay to the Contractor the charges respectively set against each Fire Alarm System specified in **Schedule A** (hereinafter referred to as the "Maintenance Charges").
- 3.2 The Maintenance Charges shall be firm and fixed throughout the duration of this Agreement and shall be deemed to include: -
 - 3.2.1 the cost of providing Maintenance Services and Other Services;
 - 3.2.2 all travel, accommodation and subsistence expenses for the Contractor's employees (including the cost of time spent traveling) that may be incurred in the course of the provision of Maintenance Services and Other Services;
 - 3.2.3 all labour, replacement parts, spare parts, tools, consumables (such as grease, oil, distilled water and cleaning materials), software and equipment used by the Contractor to carry out Maintenance Services and Other Services.
- 3.3 The Maintenance Charges shall be levied by the Contractor every month in arrears provided that if the Contractor fails to carry out any Maintenance Services or Other Services required to be carried out before the date appointed for payment of any charge under this Agreement to be carried out the Government may (without prejudice to its ordinary rights in respect of such failure) give notice to the Contractor of its intention not to pay such charge until such services shall have been duly carried out and upon doing so may withhold payment accordingly.
- 3.4 The Contractor shall submit all invoices (in 3 copies) of the previous month **on the second week of the following month** to: -

***Head of Section
Estate Maintenance Section
PMMPMHAMB Hospital
Brunei Darussalam***
- 3.5 Each invoice must state therein the Agreement Reference Number and title and a detailed statement (which must be verified and endorsed by the Superintending Officer) of the charges and the services rendered. It must also be supported by the relevant Maintenance Services Report and all other documents required by the Superintending Officer.
- 3.6 The Government shall be entitled by written notice to the Contractor remove any of the Fire Alarm System specified in **Schedule A** from the scope of this Agreement or add any further Fire Alarm System to the list in **Schedule A**.
- 3.7 The Contractor shall upon receiving such a notice from the Government for the addition of further Fire Alarm System as soon as practicable inspect such Fire Alarm System and submit a quotation for extending to the same the services provided under this Agreement as from the date stated in the Government's notice and upon such quotation being accepted in writing by the Government Fire Alarm System shall be deemed to be included in **Schedule A** and the extra maintenance charges agreed shall be deemed to be added to that mentioned in this **Clause 4** as from such date.

- 3.8 Where the Government has given notice to the Contractor for the removal of any Fire Alarm System from the list in **Schedule A** in accordance with **Clause 3.7**, the said Fire Alarm System shall be deemed to be deleted from **Schedule A** as of the date of the notice and the Maintenance Charges payable under this **Clause 3** shall be reduced by the amount attributable to such removed Fire Alarm System.

Spare Parts

- 3.9 Payment for Spare Parts shall be made on a “as per claim” basis by the Government in accordance with **Schedule D**.
- 3.10 Upon successful installation of the Spare Parts On-Site, the Contractor shall submit the payment claim to the Government which shall be supported by the following documents: -
- 3.10.1 The Contractor's original invoice;
 - 3.10.2 The Service Request Form;
 - 3.10.3 The Work Order; and
 - 3.10.4 All relevant supporting documents.
- All of which shall be duly verified and certified by the Government.
- 3.11 The prices for the Spare Parts (inclusive of all taxes, duties, labour charges and transportation charges) shall be as set out in **Schedule D** and shall be fixed and firm for the duration of this Contract.
- 3.12 If a Spare Part to be used is not found in **Schedule D**, the Contractor shall submit a quotation to the Government for approval. Upon receipt of the Government's approval in writing of the quotation, the Contractor shall purchase and supply the Spare Part for the Government.

4. MAINTENANCE SERVICES

Preventive Maintenance Services

- 4.1 The Contractor shall make visits at the Site and provide Preventive Maintenance Services as specified in **Schedule B** at the intervals specified therein in order to keep the Fire Alarm System in good working order. Preventive Maintenance Services shall include the repair of any defect in or malfunction of the Fire Alarm System which is discovered by the Contractor during the course of routine maintenance checks or is reported to the Contractor by the Superintending Officer from time to time.
- 4.2 Preventive Maintenance Services shall be carried out during Normal Working Hours (as defined in Clause 4.5) at times agreed in advance between the Contractor and the Superintending Officer, provided always that, in the event of a VIP visit to the Site, the Superintending Officer may reschedule the date or time of a scheduled preventive maintenance service to another date or time, with or without prior notice to the Contractor.
- 4.3 A minimum of two (2) suitably qualified technicians shall be stationed by the Contractor at the Site during Coverage Hours when Preventive Maintenance Services is being carried out.

Corrective Maintenance Services

- 4.4 Upon receipt of a notification from the Superintending Officer that a Fire Alarm System or any parts thereof have failed to perform in accordance with the Fire Alarm System's accompanying specification/manual, the Contractor shall within a Response Time of thirty (30) minutes arrive at the Site. The Contractor shall make such repairs and adjustments to and replace such parts of the Fire Alarm System (“Corrective Maintenance”) as may be necessary to restore the Fire

Alarm System to operation in accordance with the Fire Alarm System's accompanying specification/manual within the Down Time specified in **Clause 4.7**.

Normal Working Hours

- 4.5 Normal Working Hours for the purposes of Preventive Maintenance Services in respect of all the Fire Alarm System means the hours of 7.45am to 12.15pm and 1.30pm to 4.30pm on Mondays to Thursdays and on Saturdays.

Down Time

- 4.6 The Down Time of the Fire Alarm System during Preventive Maintenance Services shall in all cases not exceed three (3) days.
- 4.7 The Down Time of the Fire Alarm System during Corrective Maintenance Services shall in all cases not exceed seven (7) days.

Escalation Procedure

- 4.8 Where the Contractor is unable to rectify any defect or malfunction within two (2) hours of the Contractor's engineer or technician (as the case may be) arriving at the Site, the Contractor shall immediately notify the Superintending Officer giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and shall not by itself result in a waiver by the Government of any rights or remedies which the Government may be entitled.

Fire Alarm System Not Operational

- 4.9 In the event that a fault or defect is detected which requires the Fire Alarm System or any parts thereof to be switched off immediately, whether for immediate repair or to prevent the fault or defect from developing into a dangerous condition or becoming more expensive to repair, the Contractor shall immediately inform the Superintending Officer of it. Where the fault or defect necessitates a major part in the Fire Alarm System to be repaired or replaced, the Contractor shall provide the Superintending Officer with an estimated repair or replacement time.

Maintenance Team

- 4.10 Each maintenance team assigned by the Contractor to provide Preventive Maintenance Services and/or Corrective Maintenance Services shall consist of at least two (2) suitably qualified and skilled engineers/technicians.

Inspection

- 4.11 The Superintending Officer shall have the right to inspect the Fire Alarm System or any parts thereof at any time but not to open up, disconnect or alter any setting, component of control, except to operate the external switches and controls.

5. MAINTENANCE WORK SCHEDULES, SERVICE REPORTS AND LOGS

- 5.1 The Contractor shall prepare and submit to the Superintending Officer for his approval a quarterly work schedule covering Preventive Maintenance Services and major overhaul of the Fire Alarm System two (2) weeks in advance of the services to be performed.
- 5.2 The Contractor shall provide on-Site, a maintenance-and-repair log for each Fire Alarm System or any parts thereof. In the log for each Fire Alarm System or any parts thereof shall be documented each incident of defect or malfunction; the date, time and duration of all work performed; quantities and parts and supplies used; and a description of the reason for the work done.

- 5.3 The Contractor shall also provide the Government with written reports of all Maintenance Services calls and actions carried out ("the Maintenance Services Reports") for each of the Fire Alarm System or any parts thereof in the form prescribed by the Government. The Maintenance Service Reports shall include the following:
- 5.1.1 the reference number of the Fire Alarm System or any parts thereof;
 - 5.1.2 the job number;
 - 5.1.3 the date the job was completed;
 - 5.1.4 the time taken to complete the job (man hours' effort) a description of action/procedure followed by a description of any materials used;
 - 5.1.5 date, time and total time the Fire Alarm System or any parts thereof is made unavailable to the Government;
 - 5.1.6 the name and signature of the Contractor's engineer/technician responsible for carrying out the job;
 - 5.1.7 the name, signature and comments of the person requesting the Maintenance Service.
- 5.4 In the event that a scheduled Maintenance Services is cancelled or postponed, the Contractor shall provide the Superintending Officer the reason for such cancellation or postponement. The Government reserves the right to arrange alternative dates/times to perform the outstanding Maintenance Services or make deductions from the Maintenance Charges payable or from any invoice submitted by the Contractor.
- 5.5 The Contractor shall furnish the Government with the Maintenance Services Reports on a monthly basis.

6. SPARE PARTS AND REPLACED PARTS

- 6.1 For the continued use and operation of the Fire Alarm System by the Government, the Contractor shall at all times keep in stock and supply all necessary spare parts, replacement components and consumables ("Spare Parts") as specified in **Clause D** required to maintain the Fire Alarm System in good working order, and no extra charge shall be made for keeping in stock.
- 6.2 All Spare Parts supplied by the Contractor shall become part of the Fire Alarm System and any parts or components removed from the Fire Alarm System shall also become the Government's property, unless otherwise agreed in writing between the parties.
- 6.3 If the Contractor determines that it is necessary to replace any parts from any of the Fire Alarm System, the Contractor shall inform the Government of the same in writing. The Government shall then issue a Service Request Form requesting a quotation for the supply of the Spare Part. Once the Government has received a quotation for the supply of the Spare Parts, the Government shall issue a Work Order authorising the Contractor supply and install the Spare Part.
- 6.4 All packing cases and materials used for the delivery of Spare Parts supplied in accordance with this **Clause 6** to the Site shall be removed from the Site by the Contractor as soon as such Spare Parts have been unpacked and installed into the Fire Alarm System.
- 6.5 In the event that any spare part or replacement component for the Fire Alarm System is no longer in production due to the obsolescence of the Fire Alarm System, the Contractor shall: -
- 6.6 furnish an official letter from the manufacturer confirming that the Spare Part in question is no longer in production; and

6.7 meet with the Superintending Officer on a date to be mutually agreed to discuss the steps to be taken.

6.8 The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the Spare Parts supplied or provided by the Contractor under this Agreement infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party.

7. CONTRACTOR'S WARRANTIES

7.1 The Contractor warrants and undertakes to the Government that: -

7.1.1 it is not aware at the date of this Agreement of anything within its reasonable control which might or shall adversely affect its ability to perform its obligations under this Agreement;

7.1.2 Maintenance Services and Other Services will be performed by competent persons and will be carried out with all due care and skill and within the time(s) specified in this Agreement;

7.1.3 all Spare Parts installed into the Fire Alarm System are genuine, new, of merchantable quality and fit for its purpose; and

7.1.4 it has the technical and logistical capability to provide Maintenance Services and Other Services.

7.2 The Contractor undertakes to use all reasonable endeavours to remedy free of charge to the Government any faulty work or defective goods arising from a breach of the warranty in **Clause 7.1**.

7.3 The Contractor warrants to the Government that the Spare Parts supplied pursuant to **Clause 6** are free from defects of workmanship and materials and undertakes to replace any item of Spare Parts that is found to be defective within twelve (12) months from the date of delivery and installation ("the Warranty Period"), where such defects are a result of faulty materials or workmanship.

7.4 If the Contractor receives written notice from the Government of any breach of the warranty in **Clause 7.3** during the Warranty Period, the Contractor shall at its own expense and within a reasonable time, in any case, no later than twenty-four (24) hours after receiving such notice, repair, or at its option, replace the Spare Part as are defective or otherwise remedy such defect, provided that the Contractor shall have no liability or obligations under the said warranty unless it shall have received written notice of the defect in question no later than the expiry of the Warranty Period.

7.5 The warranty in **Clause 7.2** is contingent upon the proper use of the Spare Part by the Government and does not cover any Spare Part which has been modified without the Contractor's prior written consent.

8. DELAYS AND LIQUIDATED DAMAGES

8.1 If the Contractor: -

8.1.1 fails to perform Preventative Maintenance Services on the Fire Alarm System or any parts thereof within the Down Time specified in **Clause 4.6**; or

8.1.2 fails to complete the Corrective Maintenance Services within the Down Time

specified in **Clause 4.7**; or

- 8.1.3 fails to respond to any notification given under **Clause 4.4** within the Response Time specified in **Clause 4.4**,

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

- 8.1.4 for the failure or delay mentioned in **Clause 8.1.1**, for each affected Fire Alarm System or any parts thereof, the sum of **One Hundred Dollars (B\$100.00)** for each day or part thereof of such failure or delay; and

- 8.1.5 for the failure or delay mentioned in **Clause 8.1.2**, for each affected Fire Alarm System or any parts thereof, the sum of **One Hundred Dollars (B\$100.00)** for each hour or part thereof of such failure or delay

- 8.1.6 for the failure or delay mentioned in **Clause 8.1.3**, for each of the affected Fire Alarm System or any parts thereof, the sum of **Fifty Brunei Dollars (B\$50.00)** for each hour or part thereof of such failure or delay.

- 8.2 The Contractor and the Government agree that these liquidated damages are reasonable in light of the harm that will be caused by such failure or delay and the difficulties of proof of loss and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

9. CONTRACTOR'S TOOLS, ETC

- 9.1 All tools and/or equipment used by the Contractor to carry out its obligations under this Agreement shall not interfere with the normal operations of the Fire Alarm System.
- 9.2 The Contractor shall equip its engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services and/or Other Services with adequate tool kits (including maintenance tools, hand-held blowers, vacuum cleanings, etc).

10. HEALTH AND SAFETY MEASURES

- 10.1 The Contractor shall give due importance to safety at all times. Appropriate notices shall be posted whenever any service, repair or safety test is being carried out by the Contractor.
- 10.2 The Contractor shall comply with and take all necessary measures to comply with all health and safety regulations and rules. The Contractor shall also comply with all orders and instructions given by the Superintending Officer from time to time relating to or in connection with the health and safety of persons in the vicinity of the Sites and work in general.
- 10.3 The Contractor shall take all reasonable measures to prevent loss or damage by fire, to comply with existing fire regulations and instructions given by the Superintending Officer with regards to fire precautions and prevention.

11. ACCESS, SECURITY AND CLEANING UP

- 11.1 The Government shall:
 - 11.1.1 grant the Contractor such access to the Fire Alarm System as the Contractor shall from time to time reasonably require in order to perform Maintenance Services and/or Other Services; and
 - 11.1.2 make available to the Contractor all necessary documentation and/or other information to enable the Contractor to properly diagnose any fault in the Fire Alarm System.

- 11.2 Where Maintenance Services and/or Other Services has to be carried in a Fire Alarm System in a secure area, the Contractor shall provide to the Superintending Officer full details of all personnel and vehicles requiring access to the Site, not less than seven (7) days before access or entry is required. Details shall include the following particulars:
- 11.2.1 Name
 - 11.2.2 Address
 - 11.2.3 Identity card number/passport number
 - 11.2.4 Gender
 - 11.2.5 Citizenship
 - 11.2.6 Expiry date of employment pass (for foreign workers)
- 11.3 Where security passes are issued to the Contractor's personnel, the Contractor shall be responsible for the proper use of such passes.
- 11.4 The Contractor shall ensure that all security passes are immediately returned to the authorities when the personnel issued with the pass is no longer assigned or tasked by the Contractor to perform Maintenance Services and upon the expiry or termination of this Agreement.
- 11.5 Following every performance of Maintenance Services and/or Other Services, the Contractor shall at its own cost and expense, within a reasonable time, clear away and remove from the Fire Alarm System and the surrounding vicinities all surplus materials and rubbish and leave the Fire Alarm System and the surrounding vicinities in a clean and in workmanlike condition.

12. REPLACEMENT OR MODIFICATION OF FIRE ALARM SYSTEM

- 12.1 Nothing in this Agreement precludes the Government from entering at any time into a separate contract (whether or not with the Contractor) for the replacement or modification of any Fire Alarm System or part thereof mentioned in **Schedule A** and during such period as such Fire Alarm System or part thereof is out of service for that purpose the Maintenance Charges payable under **Clause 3** shall be reduced by the amount attributable to Fire Alarm System or part thereof as shown against it in **Schedule A**.

13. CONTRACTOR'S PERSONNEL AND MATERIALS

- 13.1 All work carried out under this Agreement shall be of the highest standard and carried out competent engineers/technicians and all materials and component parts supplied or used shall be new and shall conform with the current specifications applicable to such work and shall be obtained only from merchants or manufacturers of the highest repute.
- 13.2 The Contractor shall submit to the Superintending Officer a list of the names, addresses, qualifications, experiences of all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services and/or Other Services under this Agreement and any other information required by the Superintending Officer from time to time. Any proposed further amendment of the said list by the Contractor shall be submitted in writing to the Superintending Officer within five (5) working days of such proposed amendment.
- 13.3 The Contractor hereby warrants that all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services and/or Other Services under this Agreement are properly trained, registered with the Fire and Rescue Department, Brunei Darussalam and are in the employment of the Contractor on a full-time basis.
- 13.4 In addition the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:
- 13.4.1 responding in person to any requests for Maintenance Services and/or Other Services made by the Superintending Officer pursuant to this Agreement;
 - 13.4.2 monitoring Response Time and Down Time;

- 13.4.3 identifying recurring problems and recommending replacements when necessary;
 - 13.4.4 reviewing the status of all jobs with the Superintending Officer;
 - 13.4.5 reviewing Maintenance Services Reports and Logs and the remedial actions to be taken.
- 13.5 To ensure the proper and efficient provision of the Maintenance Services, the Contractor shall provide and employ an adequate number of personnel (hereinafter referred to as "Employees") on Site as follows:

Supervisor/Technician	1
Tradesman	2

- 13.6 In addition, the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:
- 13.6.1 responding in person to any requests for Maintenance Services and/or Other Services made by the Superintending Officer pursuant to this Agreement;
 - 13.6.2 monitoring Response Time and Down Time;
 - 13.6.3 identifying recurring problems and recommending replacements when necessary;
 - 13.6.4 reviewing the status of all jobs with the Superintending Officer;
 - 13.6.5 reviewing Maintenance Services Reports and Logs and the remedial actions to be taken.
- 13.7 In the event of shortage of Employees, the Contractor shall take immediate steps to provide temporary employees. Such replacements must be notified to the Superintending Officer not later than two (2) hours before the commencement of that replacement's shift. Failure to provide such replacements shall result in a penalty on the Contractor as follows: -

Supervisor/Technician	B\$75 / day
Tradesman	B\$50 / day

- 13.8 The Government may require the Contractor to replace the Contractor Supervisor and any engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services and/or Other Services under this Agreement if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Maintenance Services and Other Services or good personnel relations within the Government's organisation.
- 13.9 The Contractor shall ensure that the Contractor Supervisor and all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services and/or Other Services under this Agreement:
- 13.9.1 comply with all relevant safety security and on-site regulations adopted and implemented from time to time by the Government for personnel working on the Government's premises;
 - 13.9.2 possess the necessary employment pass (in the case of foreign workers);
 - 13.9.3 are equipped with appropriate telecommunication device (e.g., a pager/mobile phone) so that he is easily contacted by the Superintending Officer; and
 - 13.9.4 are neatly and properly attired in uniforms.

14. CONFIDENTIALITY

- 14.1 The Contractor agrees and undertake to keep confidential all information, whether written or oral, relating to this Agreement and/or concerning the business or affairs of the Government that it may obtain or receive as a result or in the course of the discussions leading up to execution of this Agreement and/or performance of its obligations under this Agreement, save in so far as such information is already in the public domain.
- 14.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Contractor.
- 14.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that any its employees, agents and or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times.
- 14.4 For avoidance of doubt, the provision of this **Clause 14** shall survive the termination or expiration of this Agreement.

15. TERMINATION

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

16. DAMAGE AND INJURY TO PERSONS AND PROPERTY

- 16.1 The Contractor shall:
- 16.1.1 indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim for any personal injury or death cause by the negligent act or omissions of its employees, agents and sub-contractors in connection with the performance or its duties and obligations under this Agreement;
- 16.1.2 be responsible for and reinstate and make good to the satisfaction of the Government or make due compensation for any injury or damage to any property or right of the

Government, being injury or damage arising out of or in connection with the performance of the Contractor's duties and obligations under this Agreement.

Provided always that the Contractor shall not be under any such liability if it is able to show that such injury or damage was neither caused nor contributed to by its negligence, omission or default, or breach of statutory duty or that of its servants, agents or sub-contractors, their servants or agents, nor by any circumstances within its or their control, and if it shows that the neglect or default of any other person (not being his servant, agent or sub-contractor, their servants and agents) was in part responsible for any personal injury or loss of property to which this clause applies, the Contractor's liability under this clause shall not extend to the share in the responsibility attributed to the neglect or default of the person.

17. INSURANCE

- 17.1 The Contractor shall maintenance, and continue to maintain throughout the term of this Agreement, and at its own expense, comprehensive general liability, errors and omissions, workmen's compensation, public liability, property damage and motor vehicle liability insurance
- 17.2 As and when required by the Government, the Contractor shall produce for inspection satisfactory documentary evidence that the insurances referred to in **Clause 17.1** are being properly maintained and confirm that payment has been made in respect of the last preceding premium under them.

18. FORCE MAJEURE

- 18.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:
- 18.1.1 acts of God;
 - 18.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
 - 18.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.
- 18.2 Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.
- 18.3 If any Force Majeure event shall continue for a period exceeding **one (1) calendar month** the Government may at any time thereafter upon giving notice to the Contractor elect to terminate this Agreement.
- 18.4 In any Force Majeure event the Contractor or the Government shall for the duration of such event be relieved of any obligation under this Agreement including the payment of the charges for services as is affected by the event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event. Any monies or fees paid in advance by the Government for the period and the services so affected shall be pro-rated and refunded to the Government.
- 18.5 Where the Government elects to terminate this Agreement under this **Clause 18**, the Contractor shall forthwith refund to the Government all amounts paid to the Contractor less the price of goods and services which have been provided to the Government.

- 18.6 A statement in writing by a competent authoritative body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure event claimed by either party shall be accepted as conclusive evidence thereof.
- 18.7 For avoidance of doubt, a Force Majeure event does not include the following:
- 18.7.1 the manufacturer of the spare parts for the Fire Alarm System has ceased production or manufacture of the spare parts;
 - 18.7.2 the supplier of the spare parts could not deliver the spare parts on time to the Contractor;
 - 18.7.3 prices of the spare parts as imposed by the supplier's principals (including the manufacturer and/or supplier/distributor of the spare parts) have increased.

19. GIFTS

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

20. CONTRACTOR CONTACT PERSON

- 20.1 The Contractor shall appoint a senior member of its staff as the principal contact person between the Contractor and the Government for the purposes of this Agreement.

21. RESOLUTION OF DISPUTE

- 21.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.
- 21.2 If the parties are unable to amicably resolve any dispute within thirty (30) days from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the **Arbitration Act (Cap. 173)**.
- 21.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the **Arbitration Act (Cap. 173)**. The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 21.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 21.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

22. NOTICES

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

To the Government:

Fax:

To the Contractor:

Fax:

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

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

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

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

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

23. GOVERNMENT'S RIGHTS

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

24. TAXES AND DUTIES

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

25. ENTIRE AGREEMENT

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

26. AMENDMENTS AND VARIATIONS

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

27. ASSIGNMENT AND SUB-CONTRACT

27.1 The Contractor shall not, without the prior written consent of the Government, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right to assign, either absolutely or by way of charge, any monies due or to become due to it, or which may become payable to it under this Agreement.

27.2 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement. If requested by the Government, the Contractor shall promptly provide the Government with copies of any sub-contracts.

28. SEVERABILITY

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

29. WAIVER

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

30. NO PARTNERSHIP

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

31. GOVERNING LAW

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

SCHEDULE A

MAINTENANCE CHARGES

Item No.	Name Of Building	Rate	Price For Quarterly Test
A.	Tutong Health Centers Buildings with Complete Fire Protection (Fire Alarm System + Fire Hose Reel System + Fire Extinguishers): - 1. Lamunin Health center 2. Pekan Tutong Health Center		
B.	Tutong Health Centers Buildings with Fire Extinguishers Only: - 1. Kelugos Health center 2. Telisai Health center 3. Health Office Tutong		
TOTAL A			

Annual Price	=	TOTAL A	X	4	=	TOTAL B
	=	.....	X	4	=	.....
Price For 3 Years	=	TOTAL B	X	3	=	.....
	=	.....	X	3	=	.....
TOTAL AMOUNT					=	.....

SCHEDULE B

PREVENTATIVE MAINTENANCE SERVICES

1. TESTING AND INSPECTION FOR FIRE ALARM SYSTEM

- 1.1 **QUARTERLY TEST:** The following inspection and testing procedures should be carried out.
- 1.2 Before proceeding the quarterly test, the Superintending Officer or his representative must be notified.
- 1.3 Test operation of fire alarm panel “test”, “isolate”, “fault test”, bell isolate”, “buzzer isolate” “AHU isolate” and other switches in the panel, ensuring their correct functioning and that appropriate bells and or buzzers are sounded and appropriate indicators are lit. Bell rings shall be kept as short duration as possible to enable the functioning test of bells.
- 1.4 Simulate alarm panel mains supply failure. Ensure that the battery supply is on and appropriate indicators are lit.
- 1.5 Check battery voltages and charging current in accordance with the manufacturer’s instruction.
- 1.6 Check batteries including terminals for cleanliness and correct level of electrolyte in each cell to ensure that they are in good serviceable condition.
- 1.7 Check condition of battery cabinet for corrosion and to ensure that batteries are stored in secure condition.
- 1.8 Simulate fire conditions by operating test switches and break-glass fire points on all alarm groups, then reset the installation to normal.
- 1.9 Simulate fault conditions on all alarm groups to ensure that the fire indicator board is operating correctly including fault annunciators and audible alarms.
- 1.10 Check that the fire indicator board is in clean and operative condition and ensure that the enclosure is maintaining a satisfactory dust seal.
- 1.11 Examine the condition of components, resistors, capacitors and cables.
- 1.12 Record results of the test in the log book and note any circuits that are subject to repair alteration or extension.
- 1.13 Reset all switches in the alarm panel to normal after the test.

2. TESTING AND INSPECTION FOR FIRE HOSE REEL SYSTEM

- 2.1 **QUARTERLY TEST:** The following inspection and testing procedures should be carried out.
- 2.2 Before proceeding the quarterly test, the Superintending Officer or his representative must be notified.
- 2.3 Check water level of water storage tank in the system.
- 2.4 Check that all stop valves are secured in the open or closed position as appropriate.

- 2.5 Check and record the pressure at the installation gauge and water supply gauge and ensure that normal water pressure is maintained.
- 2.6 Start all pumping units by operating the test valve in the manner which simulate the operation of hose reel and checking the following.
 - a) Correct cut-in pressure
 - b) Efficient pump gland operation
 - c) Operation of both local and remote pump run alarms
- 2.7 On the electric motor driven pumps, check the phase failure alarm and check that there is no excessive vibration or noise. Pump shall be operation within 30 seconds.
- 2.8 After testing of the pumps and resetting of the systems, check and record the pressure at the installation gauge and water supply gauge to ensure that normal pressure is maintained.
- 2.9 Check the pump room to ensure it is kept free of combustible material and accessible at all times.
- 2.10 Check hose reel to ensure that the inlet valve, shut off nozzles are sound and free of leaks.
- 2.11 Check nozzles to ensure no blockage or restriction to the flow.
- 2.12 Check swivel joint of drum for leakage and ease of movements.
- 2.13 Record inspection details, findings, and any actions taken in the maintenance logbook.

3. INSPECTION FOR FIRE EXTINGUISHER (SIX MONTHLY) INCLUDING REFILLING

- 3.1 **SIX MONTHLY INSPECTION:** The following inspection procedures should be carried out.
- 3.2 Before proceeding with the six-monthly inspection, the Superintending Officer or his representative must be notified.
- 3.3 Visually inspect each extinguisher for damage, corrosion, leakage, or tampering.
- 3.4 Confirm extinguisher is in its designated location and is easily accessible.
- 3.5 Check that wall brackets or cabinets are secure and undamaged.
- 3.6 Verify the pressure gauge is within the operable (green) zone.
- 3.7 Ensure safety pin is in place and security seal is intact.
- 3.8 Inspect the hose, nozzle, or discharge horn for cracks or blockages.
- 3.9 Confirm the extinguisher type matches the fire risk in the area (e.g. CO2 for electrical).
- 3.10 Check that the operating instructions on the label are legible.
- 3.11 Lift or weigh the extinguisher (if applicable) to ensure its full and not underweight.

- 3.12 Gently shake dry chemical extinguishers to prevent powder settling (if required by manufacturer).
- 3.13 Look for signs of tampering, misuse, or discharge.
- 3.14 Ensure no obstructions are blocking access or visibility.
- 3.15 Clean the extinguisher surface and label if dusty or dirty.
- 3.16 Record inspection details, findings, and any actions taken in the maintenance logbook.
- 3.17 Fire extinguisher and the components to be inspected include:
- I. Water Extinguisher
 - a) Safety Pin
 - b) Adhesive Label
 - c) 'O' Ring
 - II. Dry Powder Extinguisher
 - a) 1kg Powder
 - b) Quad Ring
 - c) Operating Head
 - d) Adhesive Label
 - e) Safety Pin
 - f) Pressure Gauge
 - g) Nozzle complete with hose (4.5kg and above)
 - III. Carbon Dioxide Extinguisher
 - a) 1kg CO₂ gas
 - b) Quad Ring
 - c) Safety Pin
 - d) Discharge Horn
 - e) Adhesive Label
 - f) Valve Body
 - IV. Carbon Dioxide Cartridge Extinguisher
 - a) 55gm
 - b) 75gm
 - c) Refilling CO₂
 - V. Foam Extinguisher
 - a) Quad Ring
 - b) Plunger
 - c) Safety Pin
 - d) Aluminium Sulphate
 - e) Sodium Bicarbonate
 - f) Adhesive Label
 - VI. Bracket

SCHEDULE C

SITE

ITEM NO.	NAME OF BUILDING
A.	Tutong Health Centers Buildings with Complete Fire Protection (Fire Alarm System + Fire Hose Reel System + Fire Extinguishers): - 1. Lamunin Health center 2. Pekan Tutong Health Center
B.	Tutong Health Centers Buildings with Fire Extinguishers Only: - 1. Kelugos Health center 2. Telisai Health center 3. Health Office Tutong

SCHEDULE D

SPARE PARTS

(Prices quoted to include labor)

	REPLACEMENT OF PARTS	CONVENTIONAL TYPE	
1.0	FIRE ALARM SYSTEM		
1.1	Smoke Detector	\$	
1.2	Heat Detector	\$	
1.3	Break Glass Call Point	\$	
1.4	Alarm Bell / Addressable Sounder	\$	
1.5	Batteries:		
	a. 20AH 12V Sealed Lead Acid Battery	\$	
	b. 40AH 12V Sealed Lead Acid Battery	\$	
1.6	Indicating Bulb	\$	
1.7	Main Panel Key	\$	
1.8	Fit End of Line Resistor for Joining	\$	
1.9	Fault Buzzer	\$	
1.10	Battery Charger	\$	
1.11	Zone Module Card	\$	
1.12	Main Frame Fire Alarm Panel Board		
	a. 8 Zone	\$	
	b. 10 Zone	\$	
1.13	Main Frame FAPS c/w Zoning Card& System		
	a. 8 Zone	\$	
	b. 10 Zone	\$	
1.14	Surface wiring 2x1.5mm ² FP100/20	\$	
	Cable in G.I (red) conduit per meter		
2.0	PIPING C/W MOUNTING BRACKETS ETC	UNIT	PRICE
2.1	50mm diameter	meter	\$
2.2	25mm diameter	meter	\$

3.0	REFILLING OF FIRE EXTINGUISHER	UNIT	PRICE
3.1	<u>Water 9.0L [gas Cartridge Type]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.2	<u>Dry Chemical [2.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.3	<u>Dry Chemical [4.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.4	<u>Carbon Dioxide [2.3 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.5	<u>Foam 9.0L</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.6	<u>Dry Powder [2.5 Kg]</u> a. Supply unit b. Refill / Servicing c. Valve assembly d. Discharge Nozzle e. Safety Pin f. Safety Seal g. CO2 Cartridge	no. no. no. no. no. no. no.	\$ \$ \$ \$ \$ \$ \$
3.7	Pendaftaran Nombor	Per Cylinder	\$
3.8	Bracket	Per Pc	\$

4.0	FIRE HOSE REEL PARTS	UNIT	PRICE
4.1	Hose reel set [25mm x 30m]	set	\$
4.2	PVC Non-Kink Rubber Hose	no	\$
4.3	Gate Valve [2", 4", 6"]	no	\$
4.4	Chromed Nozzles	no	\$
4.5	Hose Clip	no	\$
4.6	Hose reel drum	no	\$
4.7	Hose reel cabinet	no	\$
4.8	Nozzles wall bracket	no	\$
4.9	Cabinet lock	no	\$
4.10	Emergency key box	no	\$
4.11	Hose reel sign label	no	\$
4.12	Key box replacement glass	no	\$
4.13	Inspection label	no	\$
4.14	Drum / cabinet repainting	no	\$
4.15	Motor Pump	no	\$
4.16	Motor pump overhauling	no	\$
4.17	Re-piping per meter [surface] 50mmØ	meter	\$
4.18	Re-piping per meter [underground]	meter	\$
4.19	Pressure switch [any range c/w calibration and setting]	no	\$
4.20	Pressure gauge [any range c/w calibration and setting]	no	\$
4.21	Panel indicator bulb	no	\$
4.22	Panel fuse	no	\$
4.23	Float switch	no	\$
4.24	Check valve [50mmØ]	no	\$
4.25	Strainer [50mmØ]	no	\$
4.26	Panel relay	no	\$
4.27	Replacement of control panel	no	\$

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

**For and on behalf of
THE GOVERNMENT OF HIS MAJESTY
THE SULTAN AND YANG DI-PERTUAN
OF BRUNEI DARUSSALAM
Represented By
THE MINISTRY OF HEALTH**

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In the presence of

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For and on behalf of

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In the presence of

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