

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the **Estate Management Section Belait District, Ministry of Health [Tel: 3335331 ext.4234 / 3279].**

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

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-
 - (a) Valid Tenderer's Registration Certificate from the Ministry Of Development **Class I & II Category B01** and Ministry of Health.
 - (b) Business Enactment Act Section 16 & 17.
 - (c) The Tender Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
 - (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry Of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

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

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

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

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be _____.
8. No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender must be done in the official printed tender forms which is available from the **ESTATE MANAGEMENT SECTION, BELAIT MINISTRY OF HEALTH.**

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

TENDER QUOTATION (QTN) BOX

**TENDER / QUOTATION (QTN) BOX
QUOTATION BOX
BAHAGIAN PENTADBIRAN
HOSPITAL SURI SERI BEGAWAN
KUALA BELAIT**

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

Quotation No. : _____ Date _____ Quotation Closing : _____
Title : **TO SUPPLY AND INSTALL NEW ACRYLIC FINISHED MULTI-SPORTS COURT
AT SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT**

ESTATE MANAGEMENT SECTION, BELAIT
MINISTRY OF HEALTH

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

Quotation For : TO SUPPLY AND INSTALL NEW ACRYLIC FINISHED MULTI-SPORTS COURT
AT SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT

Quotation No : _____ **Closed On :** _____ **Receipt No. :** _____

PART A - AGREEMENT

- 1.0 On behalf of _____
I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of B\$
(Brunei Dollars) _____)
within a period of 4 Days / Weeks / Months* in accordance with the terms and conditions below.
- 2.0 Name & Signature : _____
As Owner / Director* (_____)
- 2.1 IC No. : _____
- 2.2 Name & Signature : _____
of Witness (_____)
- 2.3 IC No. : _____
- 2.4 Address : _____
- 2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____
- 2.6 Date : _____

Company Stamp

FOR OFFICIAL USE ONLY.

- 3.0 On behalf of the Brunei Government, I accept your offer to carry out all/ items* _____
of the above for a sum of B\$ (Brunei Dollars) _____)
within a period of 4 Days / Weeks / Months* in accordance with the terms and conditions below.
- 4.0 _____
(_____)
- 4.1 _____
For Hospital Engineer
- 4.2 Name & Signature : _____
of Witness (_____)
- 4.3 Address : _____
- 4.4 Telephone No. : _____ Fax No. : _____ E-mail : _____
- 4.5 Date of Contract : _____
- 5.0 The Contract Administrator is : _____
- 6.0 The Starting Date is on : _____
- * Delete as necessary

Department Stamp

PART B - TERMS OF QUOTATION

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

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

1.2 Overall Obligations of the Contractor:

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

1.3 Instructions & Certifications

- 1.3.1 The Contract Administrator can issue instructions and certifications including job orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and job orders must be in writing, dated and clearly identified as Contract Administrator's instructions, certifications or job orders.
- 1.3.3 The Contractor must comply with all instructions, certifications and job orders issued by the Contract Administrator.
- 1.3.4 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.3, and the Contractor shall pay for all extra costs incurred.

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Contractor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator must inform the Contractor of the shortfall(s). The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), The Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either:
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the payment certification clause.
- 2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

2.2 Variations To Work

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

2.3 Health and Safety

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

3.0 TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator will inform the Contractor when to start work in writing.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.
- 3.1.3 The Contract Administrator can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the deadlines stated in this Contract or as instructed by the Contract Administrator.

3.2 Adjusting Time for Completion

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

3.3 Completion

- 3.3.1 When the Contractor practically completes all the Works, he may inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works was actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Contract Administrator must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a final completion certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Contract Administrator, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish within any deadline he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the payment certification clause.
- 3.4.2 Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completes the Works.

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

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

4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 4.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.
 - (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.

4.2.4 The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:

- (i) Adding the total under additions above;
- (ii) Deducting the total of all deductions above; and
- (iii) Deducting the cumulative amount certified previously.

4.2.5 The Contract Administrator may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

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

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

5.2 If the Contractor:

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

this Contract is terminated by a written notice.

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

PART C - APPENDIX

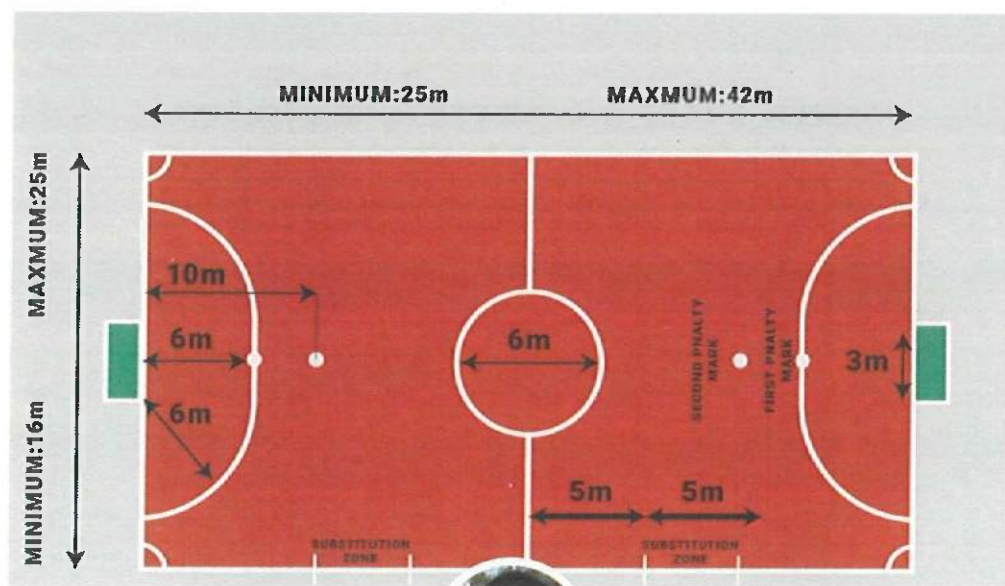
1.0	Completion Date: (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)	4 Months
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ 15 Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	6 Months
4.0	Retention Sum	5 % of the Contract Sum

7.0	To supply and install new 100mm thick concrete slab using grade 25 concrete including BRC 65 reinforcement (or approved equivalent) complete with hardcore, formwork, levelling, compaction, and all necessary works to existing bench area with approximate dimensions of: - 5m (L) x 3.6m (W) - 7.8m (L) x 0.9m (W)	m ² m ²	18 7		
8.0	To construct new 150mm (width) x 400mm (depth) reinforced concrete drain complete with reinforcement, formwork, plaster and all necessary works (including the supply and installation of approved grating) as per S.O. instructions, surrounding the court and connected to nearest existing drainage system point.	m	120		
9.0	To excavate / cut off the existing natural grass in order to make it level with the new reinforcement concrete drain and all the unwanted materials from around the sports court, and remove off site as per SO's instruction and satisfaction.	lot	1		
10.0	To supply and install new heavy duty Galvanized Iron chain link fencing of 4m height surrounding an approximate area of 720m ² complete with required posts, fittings, anchors, and other accessories for durability and stability. Fencing shall include 2 single door gates (one at each end) and 1 double door sliding gate (middle of court).	m ²	720		
11.0	To supply and install new IP65 rated 500W LED floodlights complete with all necessary wiring, high quality hot-dip galvanized steel lamp posts (8m height), brackets, mounts and accessories for proper installation and operation, positioned accordingly and evenly spaced throughout the court ensuring uniform illumination.	No	6		
12.0	To supply and install new outdoor acrylic finished multi-sports court consisting of one layer of concrete primer, one layer of acrylic resurface, at least two layers of cushioning material, and finishing layer of acrylic color coat (Blue for court and Red for Run-off / Safety zone of 2m width, Penalty Area, and Centre Circle) complete with court lines as per S.O. instructions. Brand: Model: Country of Origin:	m ²	512		
JUMLAH KESELURUHAN BAGI RINGKASAN TAWARAN INI PART A – ITEM 1.0 TOTAL AMOUNT FOR THIS SUMMARY OF TENDER CARRIED TO PART A-AGREEMENT ITEM 1.0					

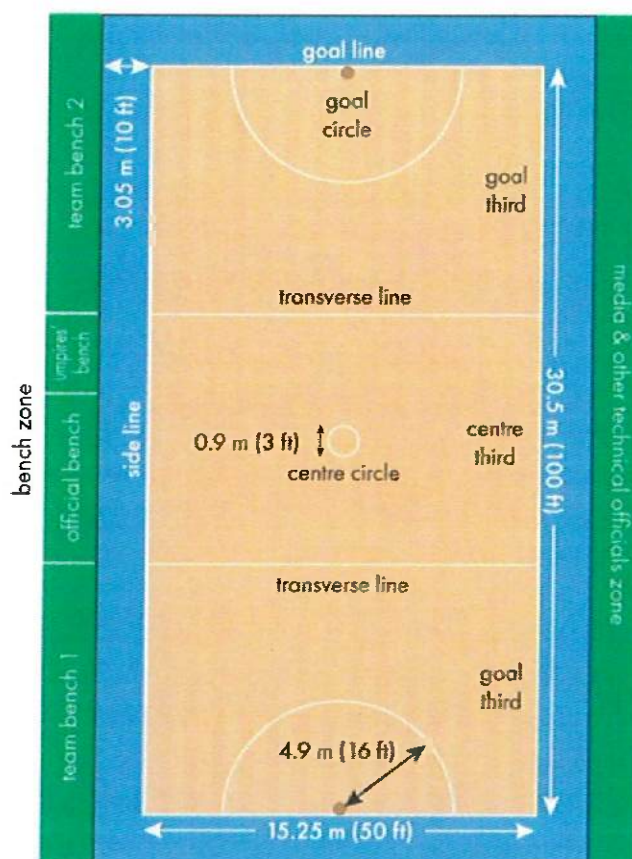
Bil. No.	Keterangan / Description	Unit Unit	Kadar Rate	Jumlah Amount		
				Kuantiti Quantity	\$	¢
	Court Line Requirements: FUTSAL: - White coloured lines of 8cm thickness. - Court dimensions of 32m (L) x 16m (W). - Centre circle of 3m radius with halfway line and centre spot. - Penalty area of 6m radius quarter circle at each goal post with 3m line parallel to goal (as per S.O. instructions). - Corner arcs of 25cm radius quarter circle at each corner of court. NETBALL: - Yellow coloured lines of 8cm thickness. - Court dimensions of 30m (L) x 15m (W). - Centre circle of 0.45m radius. - Goal circle of 5m radius half circle at each court end. - Two transverse lines splitting the court into three equal parts (10m each). Contractor to prepare and submit flooring sample for approval before installation and application must be in accordance to manufacturer's specifications. Refer to Appendix for Example. Note: - Sample / catalogue of flooring must be submitted for approval before installation; and - Application must be in accordance to manufacturer's specification. - A warranty shall be issued by the contractor for a period of 3 (THREE) years from the date of practical completion of the works. - Waranty issued to include : - FREE INSPECTION FOR MAINTENANCE AND UPON COMPLAINT to be carried out during the period of 3 (THREE) years. - Preliminary schedule of maintenance inspection at every 2 month during Defect Liability Period to be submitted upon practical completion. - Suppliers who did not submit the catalogue / sample / certificate / warranty required will be disqualified. - Suppliers are advised to visit site before quote. - Contractor to dispose all the rubbish and unnecessary materials off site after works. - Contractor to make good any work disturbed. - Photographs before commencement of the works and thereafter every first week of the month, suitably dated and titled; taken from various elevations as directed by S.O. - Contractor to submit detailed programme to complete all the sections of work and make subsequent revisions as required by S.O					
	JUMLAH KESELURUHAN BAGI RINGKASAN TAWARAN INI PART A – ITEM 1.0 TOTAL AMOUNT FOR THIS SUMMARY OF TENDER CARRIED TO PART A-AGREEMENT ITEM 1.0					

APPENDIX

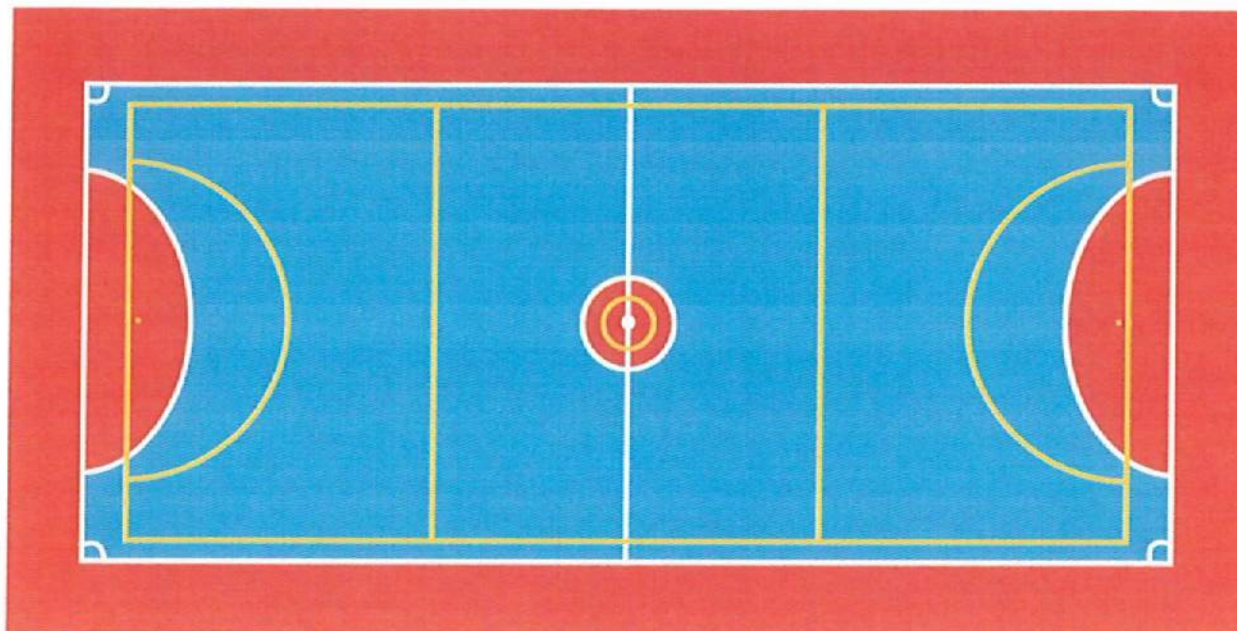
1. FUTSAL COURT STANDARDS



2. NETBALL COURT STANDARDS



3. COURT COLORWAY



4. COURT LAYER SYSTEM

6 LAYER SYSTEM

