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 **SURIANA BINTI HAJI DAUD, PEMANGKU KETUA BAHAGIAN PENGURUSAN ESTET, KUALA BELAIT (3335331 EXT 3274)**

   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 Ministry of Development 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 neccessary 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 **B$5.00 (Five Dollar Only)**

8. No unathorised 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 **PURCHASING AND PROCUREMENT SECTION, MINISTRY OF HEALTH.**

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

TENDER / QUOTATION (QTN) BOX

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

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

Quotation No. : _____ Quotation Closing Date : _____

Title : *TO DISCONNECT, DISMANTLE, REMOVE INCINERATOR FROM SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT TOJKR, SINARUBAI*

كمنترين كصيحتن
KEMENTERIAN KESIHATAN
MINISTRY OF HEALTH

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

Quotation For : *TO DISCONNECT, DISMANTLE, REMOVE INCINERATOR FROM SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT TO JKR, SINARUBAI*

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 _____)

(or),

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

And,

within the Contract Period of **04** ~~Days / Weeks / Months / Year~~* in accordance with the terms and conditions below.

2.0 Owner / Director * 's Signature & Name : _____
IC No. : _____

2.1 Signature & Name of Witness : _____
IC No. : _____

2.2 Company Address : _____

B
Company Stamp

2.3 Tel. No. : _____ Fax No. : _____ E-mail : _____
2.4 Date : _____

ACCEPTANCE OF CONTRACT (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 _____)

or

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

And,

within the Contract Period of _____ Days / Weeks / Months * in accordance with the terms and conditions below.

4.0 _____
( )
4.1

C
Department Stamp

4.2 Signature & Name of witness : _____ ( )
4.3 Address : _____
4.4 Tel. No. : _____ Fax No. : _____ E-mail : _____
4.5 Date of Contract : _____ Approval No. : _____
4.6 The Superintending Officer is : _____
4.7 The Starting Date is on : _____

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

PART B - TERMS OF QUOTATION

1.0. BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

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

1.2 Overall Obligations of the Contractor:

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

1.3 Instructions, Certifications & Job Orders

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

2.0. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

2.1.1 The Contractor must do his Works based on the documents referred to in this Contract and other instructions and information given to him by the Superintending Officer.
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 Superintending Officer shall inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
2.1.3 If the Contractor does not rectify the shortfall(s), the Superintending Officer may arrange others to rectify the shortfall(s). The Superintending Officer 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 Superintending Officer can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix Item No. 3.0) after the Superintending Officer confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

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

3.0. TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

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

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

3.2 Adjusting Time for Completion

3.2.1 If the Government or Superintending Officer 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 Superintending Officer must assess the impact of this disruption on the Contractor's Works.
3.2.2 If any Completion Date(s) is affected the Superintending Officer must adjust the Completion Date(s).
3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

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

3.4 Delayed Completion

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

4.0. VARIATIONS TO WORK

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

5.0. PAYMENT CERTIFICATION

5.1 Claims and Payment Certificate

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

5.2 Contents of Payment Certificate:

5.2.1 The payment certificate must include the following:
5.2.2 Add the following:

(a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
(b) Value of variation work properly instructed by the Superintending Officer and properly done by the Contractor.

5.2.3 Deduct the following:

(a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
(b) The value of any shortfall(s) due to Works done according to this Contract or due to any other breach of this Contract by the Contractor which the Superintending Officer has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Superintending Officer can certify either:

(i) The cost of rectifying such shortfall(s) by others; or
(ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.

(c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Superintending Officer.

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

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

(e) The Superintending Officer may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0. TERMINATION OF CONTRACT

6.1 If the Contractor :

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

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

6.2 If the Contractor :

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

this Contract is terminated by a written notice.

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

6.4 Termination For Convenience :

(a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;

(i) cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
(ii) Vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and hand back possession of the site to the Government.

(b) In the event of termination under this Clause, Superintending Officer shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Superintending Officer. In the event that the Contractor does not submit the necessary information required, the Superintending Officer shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

RINGKASAN TAWARAN
SUMMARY OF TENDER

Tajuk / Title : ***TO DISCONNECT, DISMANTLE, REMOVE INCINERATOR FROM SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT TO JKR, SINARUBAI***

Bil. Sebutharga / Quotation No. :

Ruj. Permohonan / Request Ref. :

No. MOH / MOH No. :

Bil. No.	Keterangan / Description	Unit Unit	Kadar Rate	Jumlah Amount		
				Kuantiti Quantity	$	¢
	Note: ALL THE MEASUREMENT to be carried out by the contractor. Measurement given herein are not to be taken as exact. Contractor shall be responsible for taking the actual and exact measurement prior to ordering materials. **Contractor having submitted their prices are considered as having visited the site**, verify all measurements and site conditions and having tendered their prices accordingly. NO CLAIMS by the successful tendered will be entertained for extra payments for additional work they have been made to perform due to matters overlooked in the following description					
1.1	To cut off roof frame, reinstall and make good after lifting incinerator	Lot		01		
1.1	Dismantle incinerator and accessories (Fuel line, Vents, Exhaust fans, Hooper, Chimneys, steel tray, supporting beams/frameworks, control panel)	Lot		01		
1.2	Cut the frameworks of the incinerator accessories	Lot		01		
1.3	Demolish the footing to ground level	Lot		01		
1.4	Transport the incinerator and accessories to JKR, Sinarubai	Lot		01		
1.0	**JUMLAH KESELURUHAN BAGI RINGKASAN TAWARAN INI PART A – ITEM 1.0** TOTAL AMOUNT FOR THIS SUMMARY OF TENDER CARRIED TO PART A-AGREEMENT ITEM					

ESTATE MANAGEMENT SECTION
SURI SERI BEGAWAN HOSPITAL, KUALA BELAIT

QUOTATION / TENDER SITE VISIT FORM

COMPANY : _____

PERSON IN CHARGE : _____

DATE OF VISIT : _____

I hereby on behalf of my company has made a Site Visit to the work location on _____

And have understand the work requirement and all specification stated in the quotation/tender title and no.:

_____

_____

I (My Company also agree not to make any additional claim to MOH which occur during the job working period which cause accident or damage to my Company

Contractor's Signature & Chop

_____

[Name : _____]

Verified by:

Estate S.O. / Officer

_____

[Name : _____]

Designation : _____

Date : _____

The Contractor must visit the site before quoting any price for the above work. The Tenderer shall satisfy himself as to the nature of the site/ ground condition.

The Contractor shall fulfill all the `QUOTATION SITE VISIT FORM' and this form must be attach together during submitting the quotation.

Failing to do so, the quotation will be considered VOID.

PART C - APPENDIX

1.0	**Completion Date :** (If not stated, to be instructed by the Superintending Officer. If more than one completion period, identify the scope of Works for each completion period). For Term Contract, the Contract shall ends when the following conditions are met : (a) The actual expiration of the Contract Period; or (b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.	04 **/ WEEKS**
2.0	**Liquidated and Ascertained Damages (LAD) :** (If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay).	**B$** 130 **per day**
3.0	**Shortfalls / Defects Liability Period :** (If none stated, **SIX (6) MONTHS** from the date of completion).	9 **Months**
4.0	**Retention Sum :** (If none stated, **FIVE (5%) PERCENT** of the Contract Sum).	5 **% of the Contract Sum**
5.0	**Minimum and Maximum Values of Job Orders :** Minimum value of any one Job Order to be issued Maximum value of any one Job Order to be issued (If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).	**≤ B$** _____ **≥ B$** _____
6.0	**Approximate Maximum Total Value of All Job Orders for the Contract Period :** (If not stated, **NOT MORE THAN $50,000.00 - BRUNEI DOLLARS FIFTY THOUSAND)** The Superintending Officer gives no warranty or undertaking as to the actual amount of Works that will be issued through Job Orders and no variance in the actual value of Works ordered shall give rise to a change in any rate, price or percentage adjustment.	**≤ B$** _____