

REFERENCE OF TENDER	DESCRIPTION OF TENDER	TIME PERIOD OF TENDER	DEPARTMENT/DIVISION/UNIT REQUESTING TENDER	FEES	CLOSING DATE NOT LATER THAN 2.00PM	FOCAL PERSON
KK/276/2023/ESTETRIPASH	<p>TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS</p> <p><u>Eligibility for Tenderers:</u> Registered with Ministry of Health and Ministry of Development</p>	-	ESTATE MANAGEMENT AND PROJECT DEVELOPMENT SECTION, RAJA ISTERI PENGIRAN ANAK SALEHA (RIPAS) HOSPITAL	\$30.00	19 th December 2023	Head of Section Estate Management Section Raja Isteri Pengiran Anak Saleha (RIPAS) Hospital Negara Brunei Darussalam Contact No.: 2242424 ext 2222/8637/8638

NOMBOR TAWARAN : KK/276/2023/ESTETRIPASH

**KEMENTERIAN KESIHATAN
NEGARA BRUNEI DARUSSALAM**

**TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE
INCLUDING COLLECTION TRANSPORTATION AND INCINERATE
SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

YURAN TAWARAN : \$30.00

NOMBOR RESIT :

TARIKH TUTUP : HARI SELASA, 19HB DISEMBER 2023

JAM : 2.00 PETANG

KEPADA :

**PENGERUSI LEMBAGA TAWARAN KECIL
PETI TAWARAN, TINGKAT BAWAH
BANGUNAN KEMENTERIAN KESIHATAN
COMMONWEALTH DRIVE
BANDAR SERI BEGAWAN BB 3910
NEGARA BRUNEI DARUSSALAM**

(CLUSTERING)

INVITATION TO TENDER

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

INVITATION TO TENDER TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION, TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS

ALL COMMUNICATION IN THESE DOCUMENTS IS NOT TO BE COMMUNICATED EITHER DIRECTLY OR INDIRECTLY, TO THE PRESS OR TO ANY PERSON NOT AUTHORISED TO RECEIVE IT.

YOUR ATTENTION IS DRAWN TO THE OFFICIAL SECRETS ACT (CHAPTER 153 OF THE LAWS OF BRUNEI) WHICH RELATES TO THE SAFEGUARDING OF OFFICIAL INFORMATION.

Date of Issuance of Invitation: *19th December 2023 and 26th December 2023
advertisement in the Pelita Brunei
06th December 2023
advertisement in website at www.moh.gov.bn*

1. **THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DIPERTUAN OF BRUNEI DARUSSALAM**, represented by the Ministry of Health invites Tenders for the *Term Contract for Disposal of Clinical Waste Including Collection, Transportation and Incinerate Services from Raja Isteri Pengiran Anak Saleha Hospital For A Period of Three (3) Months.*

2. This Invitation to Tender is comprised of the following:

Section 1: Instruction To Tenderers

Section 2: Specifications

Section 3: Forms to be Used

Section 4: Articles of Agreement & Conditions of Contract

3. Interested Tenderers may obtain the Invitation to Tender upon payment of a non-refundable Tender Document Fee of **B\$ 30.00** payable to "The Government of Brunei". Payment is to be made at **Account Section, Ground Floor, Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam.**

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form together with the Tender Document.

4. All tenders must be delivered to **The Chairman, Mini Tender Board, Ministry of Health, Jalan Menteri Besar, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam**, not later than **2.00pm** on Tuesday, 2nd January 2024.

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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 **TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION, TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS.**

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;

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

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

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

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

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

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

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

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

- 2.2.2 Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender;
- 2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the conditions of the Contract as contained in this Invitation To Tender, the latter shall prevail.

3. ELIGIBILITY

- 3.1 Only companies registered with the Ministry of Development or Ministry of Health are eligible to participate in this Invitation to Tender.
- 3.2 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender.

4. CONFIDENTIALITY

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

5. FORM OF CONTRACT

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

6. SUBMISSION OF TENDER

- 6.1 All Tenders shall be submitted in a form which satisfies the following requirements:
- 6.1.1 the Tender must be in English;
- 6.1.2 each page must be numbered consecutively;
- 6.1.3 whenever possible, the Tender submitted should not exceed A4 paper size; and
- 6.1.4 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. loose leaf binding is not acceptable).
- 6.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.

- 6.3 The Tender, including the Tender Form and all other accompanying documents are to be put in an envelope, sealed and must be submitted in **two (2) sets** made up of one (1) original and one (1) duplicate. All sets shall be bound and clearly labelled as ORIGINAL, DUPLICATE etc. respectively. All Tenders must be addressed to:

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

- 6.4 The envelope containing the Tender:

(a) shall not bear the name or address of the Tenderer, and

(b) shall have on its **top left-hand**

(i) the Tender number;

(ii) and the words

"DO NOT OPEN BEFORE 2.00 p.m., on Tuesday, 2nd January 2024" and

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

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

***"TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL FOR A PERIOD OF THREE (3) MONTHS - KK/276/2023/ESTETRI PASH"***

- 6.5 For the ORIGINAL:

(a) All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorized representative.

(b) All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorized agent or officer of the Tenderer.

(c) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.

(d) All pages must be numbered.

- 6.6 All documents and materials must be submitted at the same time. Materials such as published articles, brochures and pamphlets submitted with the Tender must be stamped with the name of the Tenderer and securely packaged with the Tender.

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

7. VALIDITY PERIOD OF TENDER

- 7.1 Each Tenderer shall for each Tender it submits, maintain a Validity Period of **six (6) months** from the Tender Closing Date. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

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

8. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER

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

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

9. WITHDRAWAL OF TENDER

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

10. TENDER PRICE

The Tenderer shall quote in Brunei Dollars in its Tender the all-inclusive price (i.e. CIF price, inclusive of all customs duties and taxes payable whether in or outside Brunei Darussalam) of the Services described in these Invitation To Tender. Tendered prices shall be firm and fixed and remain valid for acceptance for a period of six (6) months from the Tender Closing Date and during such extension of the period as may afterwards separately be agreed in writing by the Tenderer at the request of the Government. The tendered prices shall be submitted in accordance with the format set out in **Section 3** to this Invitation to Tender.

11. SUFFICIENCY OF TENDER PRICE

The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the provision of the Services.

12. CLARIFICATION PRIOR TO TENDER CLOSING DATE

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

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

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

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

13. OWNERSHIP OF TENDER DOCUMENTS

13.1 By submitting a Tender, the Tenderer:

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

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

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

14. TENDER CLOSING DATE

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

15. LATE TENDERS

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

16. TENDERERS TO INFORM THEMSELVES

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

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

16.1.2 in preparing its Tender:

(a) fully examined this Invitation To Tender (including all documents the Invitation To Tender refers to) and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender; and

(b) made its own reasonable enquiries (including inspections) to fully, inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Tenderer's obligations under the Contract; and

(c) has not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Government except where such warranty or representation is contained in this Invitation To Tender or made through the processes specified by these Instructions To Tenderers; and

16.1.3 satisfied itself as to the accuracy and sufficiency of the Tender (including the tendered prices) to achieve the due and proper performance and completion of the Tenderer's obligations under the Contract.

17. SUB-CONTRACTORS

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

18. ERRORS IN TENDERS

- 18.1 Tenderers are advised to study this Invitation To Tender very carefully before finalising their Tenders for submission. The onus is on the Tenderer to ensure that an accurate and complete Tender is submitted.
- 18.2 The Government may exclude from consideration, any Tender in which prices are not clearly and legibly stated.
- 18.3 Where the Tender is on a lump sum basis and an error has been made in the priced bill of quantities to arrive at the tendered lump sum, the Tenderer shall without undue delay make all such alterations in and to the priced bill of quantities as the Government considers necessary for such purpose.
- 18.4 If the Tenderer fails to make the alterations as directed by the Government and/or fails to do so within the time set by the Government, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.5 Where the prices tendered are on a schedule of rates basis and an error has been made in the calculation or summation of the prices, the Tenderer shall be bound by the rates tendered and the Contract sum/total stated in the Tender shall, subject to the agreement of the Tenderer, be altered by the Government to reflect the correct calculation or summation of the prices.
- 18.6 If the Tenderer fails or refuses to agree to the alteration of the Contract sum/total, the Tender shall be deemed to have been withdrawn by the Tenderer.
- 18.7 If a Tenderer becomes aware of any other discrepancy, error or omission in its Tender not referred to or covered in Clauses 18.3 and 18.5 above and wishes to lodge a correction or additional information, it can *only* do so if
- 18.7.1 the correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
- 18.7.2 the correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 18.8 In all the above circumstances, any correction or addition shall not be used to alter the Tender in any material particular or so as to change the Tender in a material way. Any omission or addition which is deemed by the Government to alter the original Tender in a material particular, the Tender shall be rejected without any liability whatsoever on the part of the Government.

19. CLARIFICATION OF TENDERS BY GOVERNMENT

- 19.1 At any stage during the evaluation phase, the Government may:
- 19.1.1 request clarification of any Tender in respect of specific issues contained in that Tender; or
- 19.1.2 call for interviews with Tenderers; or

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

20. CONDUCT OF TENDERER

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

21. CANVASSING

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

22. EXPENSE OF TENDERER

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

23. INVALID TENDERS

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

24. ACCEPTANCE OF TENDER

- 24.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefore.
- 24.2 When accepting the Tender, the Government may accept the whole or any part(s) of the Tender in which event, the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Tender.
- 24.3 The successful Tenderer or Tenderers (as the case may be) shall be required to enter into a contract with the Government in substantially the form enclosed at Section 4 of this Invitation to Tender, or as otherwise agreed between the successful Tenderer and the Government. In the event that the Tenderer is a duly, authorised agent, the formal agreement is to be executed with the principal.

- 24.4 A Letter of Acceptance of Tender will be sent by registered post to the successful Tenderer's address as given in his Tender and shall be deemed to be received in due course by post.
- 24.5 Where the successful Tenderer's office is outside Brunei Darussalam, he shall also be informed by telex or fax, where possible.

25. COPYRIGHT

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

26. PERFORMANCE BOND (Not applicable to this tender)

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

27. SUPPORTING DOCUMENTS

- 27.1 The Tenderer shall furnish, as part of its Tender, the following and in the form of Schedules specified below:
- 27.1.1 **Schedule 1 - Tender Form**, in the format set out in **Section 3** in this Invitation To Tender;
- 27.1.2 **Schedule 2 - Information Summary**, containing information on Tenderer's profile and previous experience(s) in providing the services specified in this Invitation to Tender;
- 27.1.3 **Schedule 3 - Sub-Contracts**, as required under Clause 17 above;
- 27.1.4 **Schedule 4 - Company's Background**, containing information on the Tenderer's background, scope of operations, financial standing, certified copy of its Certificate of Incorporation or Certificate of Registration (as the case may be);
- 27.1.5 **Schedule 5 - References**, containing a list of organizations or government agencies to whom the Tenderer has supplied/is supplying the goods and services specified in this Invitation To Tender;
- 27.1.6 **Schedule 6 - Letter of Declaration**, containing a declaration by the Tenderer that the Tenderer or any member of the Tenderer's family do not have any interest in other companies competing for the same tender.
- 27.2 The Tenderer shall also provide details of any special conditions applicable to its Tender and any other information required by this Invitation To Tender.

28. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS

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

29. EVALUATION OF TENDER

Evaluation Objective

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

Evaluation Process

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

Shortlisting

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

Enquiries of Referees and Others

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

30. SITE VISIT

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

ACKNOWLEDGMENT OF INVITATION TO TENDER

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

**INVITATION TO TENDER
TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

I/We (*insert name*)

of (*address*)

(*tel and fax number*)

hereby acknowledge receipt of the Invitation To Tender ("ITT") for the above Services and also acknowledge and agree that all information in the ITT shall not be communicated, either directly or indirectly, to the press or to any person not authorised to receive it.

My/Our attention has been drawn to the Official Secrets Act (Chapter 153 of the Laws of Brunei) which relates to the safeguarding of official information.

Dated this _____ day of _____, 2023

Signature of authorised officer of Tenderer

Name: _____

Designation: _____

Tenderer Official Stamp

FOR OFFICE USE

Amount Paid: _____

Date of receipt: _____

Receipt No: _____

Officer: _____

CLARIFICATION NOTICE (CN)

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

**INVITATION TO TENDER
 TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
 TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK SALEHA
 HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

Clarification request raised by:
Contractor: Tel No: Email:
Date: (dd/mm/yy)
Clarification required (include precise reference):
Date CN received:
Date CN response given:

SITE VISIT FORM

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

**INVITATION TO TENDER
TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
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HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

COMPANY NAME : _____

DATE OF SITE VISIT : _____

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

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

CONTRACTOR'S SIGNATURE

NAME: _____

DATE: _____

COMPANY STAMP

FOR OFFICIAL USE ONLY

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

NAME: _____

DATE: _____

DEPARTMENT STAMP

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

TENDER SUBMISSION REQUIREMENT

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

**INVITATION TO TENDER
TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
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HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

GENERAL CHECKLIST

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

Description

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

SECTION 2

SPECIFICATIONS

1.0 GENERAL

- 1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of disposal services (hereinafter referred to as “Disposal Services”) for clinical wastes at the following sites (hereinafter referred to as “Hospital”):
- Raja Isteri Pengiran Anak Saleha (RIPAS) Hospital
 - Woman and Children Centre
- 1.2 The duration of the Disposal Services is for **THREE (3) months** OR upon reaching **150 Tons** quota whichever comes first.
- 1.3 Tenderer who wish to participate in this Tender shall be already approved or permitted by and/or still in the process of waiting such approval or permission from the Department of Environment, Park and Recreation to conduct incineration activities. This shall also apply in obtaining a valid Builder’s License possessing suitable class and category for the nature of this work from the Authority for Building Control and Construction Industry (ABCi), Ministry of Development.
- 1.4 Tenderer **MUST** also have his incinerator installed, established, set up, commissioned and ready to provide incineration services during the Tender award stage.

2.0 SCOPE OF WORK

- 2.1 The Contractor shall provide Disposal Services which shall include collection of Clinical Waste at Hospital, transportation of said waste away from Hospital, incinerate and finally treatment and disposal of the waste at an approved facility.
- 2.2 The offsite transportation, including logistic staff, vehicles requirements, labelling of the transport vehicle and transport documentation, shall be in accordance with the requirements stipulated in the Ministry of Health’s Guidelines on Healthcare Waste Management (version October 2019).
- 2.3 The Site shall be a facility that has been approved by the Department of Environment, Parks and Recreation. The treatment and disposal methods shall be one or more of the recommended treatment and disposal options listed in the Ministry of Health’s Guidelines on Healthcare Waste Management (version October 2019).
- 2.4 Contractor shall, at all times and at his own due diligence, adhere to the relevant guidelines, directives and regulations issued by the relevant government agencies and/or authorities, including among others, Ministry of Health, Department of Environment, Parks and Recreation and Safety, Health and Environment National Authority (SHENA).
- 2.5 The designated collection point (hereinafter referred to as “Collection Point”) for the Clinical Waste are as follows:
1. Raja Isteri Pengiran Anak Saleha Hospital, Block 6 Bin Centre.
 2. Women and Children Centre, Basement B1.
 3. Incinerator cold room.
- During the Contract period, the collection point may be changed whenever required/directed by the Ministry and no additional charges shall be claimed by the Contractor.
- 2.6 The Contractor shall ensure his workers are trained for the proper handling of Clinical Waste and adhere to enforced protocols/procedures to prevent infection.

- 2.7 The Contractor shall weigh the Clinical Waste collected prior to incineration. All original receipt or documentation produced during the weighing shall be attached with the progress payment claim.
- 2.8 The Contractor must ensure his incinerator and all other equipment are well maintained and kept in good condition for the efficient incineration of Clinical Waste. This shall also include ensuring the emissions from the incineration standards meet the requirements set by Department of Environment, Park and Recreation.
- 2.9 The Contractor shall ensure Toxicity Characteristic Leaching Procedure (TCLP) test are conducted periodically to certify that the ashes/solid product from the incinerator meet the standards set by Department of Environment, Park and Recreation prior to disposing at approved facility.
- 2.10 A copy of the Toxicity Characteristic Leaching Procedure (TCLP) test result shall be submitted together during every payment claim.
- 2.11 The Contractor shall also attach a copy of consignment note after disposal of solid waste/ashes at approved facility.

3.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 3.1 The Contractor shall at his/her its own expense, supply its personnel and sub-contractor's personnel, required in connection with the safe performance of the work, with adequate protective personal clothing and other protective equipment which shall be maintained in good condition or replaced and shall be worn on relevant occasions as indicated by notices, instructions and good practice.
- 3.2 The S.O. have the right to stop the work or does not allow entry to Hospital if the PPE worn by the workers assigned is deemed unsatisfactory.
- 3.3 The PPE stated below are **mandatory** to be worn by the Contractor's workers during collection of Clinical Waste:
1. Helmets, with or without visors - depending on the activity
 2. Face masks - obligatory
 3. Eye protectors (safety goggles) - obligatory
 4. Overalls (coveralls) – obligatory
 5. Industrial aprons (length until shin) – obligatory
 6. Leg protectors and/ or industrial boots – obligatory
 7. Disposable gloves (for medical staff) or heavy duty/ cut resistance gloves (for waste workers) – obligatory
- 3.4 The PPE shall be cleaned by washing each time after collection. Disposable PPE shall not be reused.
- 3.5 A penalty shall be imposed on the Contractor if the PPE worn are not adequate.

4.0 TRANSPORT

- 4.1 Any vehicle used to transport healthcare waste should fulfill several design criteria:
1. The body of the vehicle should be of a suitable size commensurate with the design of the vehicle.
 2. There should be a bulkhead between the driver's cabin and the vehicle body, which is designed to retain the load if the vehicle is involved in a collision.

3. There should be a suitable system for securing the load during transport.
 4. Empty plastic bags, suitable protective clothing, cleaning equipment, tools and disinfectant, special kits for dealing with liquid spillages, should be carried in a separate compartment in the vehicle.
 5. The internal finish of the vehicle should allow it to be steam-cleaned and internal angles should be rounded to eliminate sharp edges to permit more thorough cleaning and prevent damage to waste containers.
 6. The vehicle should be marked with the name and address of the waste carrier
 7. An international hazard sign should be displayed on the vehicle and containers, as well as an emergency telephone number.
- 4.2 Vehicles or containers used for transporting healthcare waste should not be used for transporting any other materials. Vehicles should be kept locked at all times, except when loading and unloading, and kept properly maintained.
 - 4.3 Contractor shall ensure clinical waste collected are secured, placed in container/bin/others suitable during collection and concealed from public during transport from Hospital to Site.
 - 4.4 Vehicles and transporting containers used for the transportation of waste should be cleaned and disinfected daily after use. Mechanical cleaning, combined with soaps and detergents, which act as solubility promoting agents, can be used. Cleaning and disinfection have to be carried out in a standardized manner or by automated means that will guarantee an adequate level of cleanliness.

5.0 DISPOSAL SERVICE

- 5.1 The Contractor shall be made aware that the average daily Clinical Waste produced is **3.0 tons per day** (from both RIPAS Hospital and Women and Children Centre)
- 5.2 The Contractor is required to collect and clear the Clinical Waste from Hospital on a **DAILY** basis including off day or public holiday at no extra charges.
- 5.3 The Contractor shall be responsible in ensuring the clinical waste at Collection Point are fully **cleared/emptied** on a daily basis.
- 5.4 The S.O. may instruct at any time to collect additional clinical waste as an adhoc request whenever necessary at no additional charges.
- 5.5 The Contractor shall submit daily report on the collected waste.

6.0 PENALTIES

- 6.1 A penalty of **B\$100.00 per day** shall be imposed if the Contractor failed to collect/clear the Clinical Waste each day without informing the S.O or without justified reasons (Clause 4.2, Section 2) and shall be deducted from the amount payable to the Contractor.
- 6.2 A penalty of **B\$100.00** shall be imposed for each non-compliance to PPE requirements found during the collection of Clinical Waste which shall be deducted from the amount payable to the Contractor.

7.0 CONTRACT PRICE AND PAYMENTS

7.1 The proposed Contract Sum shall be deemed to cover all costs involved in performing the Disposal Services including all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, documentation, insurance, taxes, duties, overheads and any other necessary items. This proposed Contract Sum shall remain fixed and firm for the contract duration.

7.2 The Contractor shall submit the invoice of the previous month on the first week of the following month. All claims shall be addressed to:

Head of Section
Estate Maintenance Section
Raja Isteri Pengiran Anak Saleha Hospital
Negara Brunei Darussalam

7.3 All progress payment claim shall consist of the following:

1. Service report consisting of the weight of clinical waste collected per day.
2. Original weighing receipt/documentation.
3. TCLP test results (if available).
4. Original consignment notes to approved landfill facilities.

8.0 USE OF SITE

8.1 The Contractor shall keep both his site and RIPAS Hospital and Women and Children Centre clinical waste disposal clean and tidy at all times.

8.2 Any damages to the RIPAS Hospital assets found on site shall be reported to the S.O. and if the damages occurred is due to negligence during the contract period, it shall be reinstated by the Contractor at no extra cost.

8.3 Any job done which are not within the contract scope and done without S.O.'s approval shall not be claimed and will not be entertained due to negligence of contractor.

9.0 SUPERVISION AND PERSONNEL

9.1 The Contractor shall provide and employ qualified and competent workers to perform the Disposal Services.

9.2 The Contractor shall ensure that such personnel are properly trained, possess suitable work pass endorsed by the relevant Department or Authority, Brunei Darussalam and employed by the Contractor throughout the contract period.

10.0 INSURANCES

10.1 The Contractor shall warrant that he will maintain at his own expense insurances such as workers' compensation for the duration of this Contract.

10.2 If the Contractor by default have been insured by the required insurance, he shall clarify whether the coverage is inclusive of this Contract and shall furnish certificates/documents showing that such insurance is in effect and sufficient.

10.3 In the event where the Contractor do not possess such insurance, his quoted price shall be deemed to have included the cost or obtaining such insurance and shall without failure submitted to the S.O. for verification during the tender award stage.

11.0 SECURITY

- 11.1 Where the Maintenance Services is to be carried out within a secure area, the Contractor shall provide to the Superintending Officer full details of all his personnel and vehicles requiring access to the site, not less than seven (7) days before entry is required. Details shall include the following particulars:
- Name
 - Address
 - Identity card number / passport number
 - Gender
 - Citizenship
 - Expiry date of work pass (for foreign workers)
- 11.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.
- 11.3 The Contractor shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee not being engaged to work at the secured area, or if the employee has left the Contractor's employment.

12.0 REPORTS

- 12.1 A record of the the Disposal Services shall be logged which shall contain:
- Name of workers who are collecting the clinical waste
 - Plate license of the vehicle used
 - Date and time of collection
- 12.2 The log book must be available for inspection by the Superintending Officer at any time.
- 12.3 Before sending hazardous healthcare wastes offsite, transport documentation (commonly called a 'consignment note' or 'waste tracking note') should be prepared and carried by the driver. The consignment note for a vehicle carrying hazardous healthcare waste should include the following information in case of accidents or official inspection:
1. Waste classification
 2. Waste sources
 3. Pick-up date management of wastes from healthcare activities
 4. Destination
 5. Driver name
 6. Number of containers or volume
 7. Receipt of load received from responsible person at pick-up areas
- 12.3 This information allows quick and effective counter measures to be taken in the event of an accident or incident. Weight of wastes is useful for commercial treatment and disposal operators who bill healthcare facilities for their waste services.
- 12.4 The Contractor shall take **before and after picture** with time stamp features enabled to indicate starting and end time of the collection.
- 12.5 The Contractor shall always inform the S.O. or his representative whenever his worker has arrived at Hospital to collect the Clinical Waste.

13.0 HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc

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

- 13.2 The Contractor shall take all reasonable precautions to prevent loss or damage by fire, comply with existing fire regulations and all instructions given to him by the Superintending Officer with regards to fire precautions and prevention.
- 13.3 The Contractor shall also ensure that all measures are taken to control noise levels produced during the Disposal Services.

SCHEDULE 1 – TENDER FORM

To:

TENDER REFERENCE NO: KK/276/2023/ESTETRIPASH(TC)

**INVITATION TO TENDER
TERM CONTRACT FOR DISPOSAL OF CLINICAL WASTE INCLUDING COLLECTION,
TRANSPORTATION AND INCINERATE SERVICES FROM RAJA ISTERI PENGIRAN ANAK
SALEHA HOSPITAL FOR A PERIOD OF THREE (3) MONTHS**

TENDER OF (*name of tenderer*)

Company/Business Registration No.: _____

Tender Closing Date: _____

Bil. No.	Keterangan Description	Unit Unit	Kadar Rate	Kuantiti Quantity	Jumlah Amount	
					\$	¢
1.0	<p>Note: Rate shall be deemed to have included all necessary cost for the proper execution of the works stated in this Tender.</p> <p>DISPOSAL SERVICE</p>					
1.1	<p>To provide Disposal Services of clinical waste by collecting, transporting away from Hospital, incinerate at Contractor's site/approved facilities and finally disposal at approved facilities.</p>	Ton		150		
	<p>TOTAL AMOUNT FOR THIS SUMMARY OF TENDER CARRY FORWARD</p>					

Note: Contractor shall check and ensure all prices quoted in the Tender Form are same including in words. If found to be not same, this Tender can be treated as invalid (Clause 3.1.4, Financial Regulation 2022).

TOTAL AMOUNT (IN WORDS) IN BRUNEI DOLLARS:

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 **SIX (6)** CALENDER 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 2023

Signature of authorised officer of Tenderer

Name:

Designation:

Tenderer's official stamp:

SCHEDULE 2 – INFORMATION SUMMARY

2.1 Tenderers shall provide in this Schedule the following information:

(a) Management summary

(b) Company profile (including Contractor and sub-contractor(s), if any)

(c) Years of experience (as of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:

- *Disposal services of Clinical Waste*

(d) Other information which is considered relevant

SCHEDULE 3 – SUB-CONTRACTS

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

Table 3.1 Responsibility Table

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

SCHEDULE 4 – COMPANY’S BACKGROUND

- 4.1 Each of the companies involved in this tender, including Contractor and 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).

SCHEDULE 5 – REFERENCES

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

Table 5.1 References of previous customers

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

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

5.2 The Ministry of Health shall treat all the information submitted under this schedule in strict confidence.

5.3 The Ministry of Health reserves the right to contact the references for tender assessment purposes.