

| 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/24/2024/ESTETRIPASH(TC) | <p>TERM CONTRACT FOR WATERPROOFING AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL A PERIOD OF THREE(3) YEARS</p> <p>Eligibility for Tenderers: Registered with Ministry of Health or Ministry of Development</p> <p>Class: II and above Category: KPB02</p> | 3 YEARS | RIPAS HOSPITAL | \$30.00 | 20 th February 2024 | <p>Head of Section Estet Management Section Raja Isteri Pengiran anak Saleha (RIPAS) Hospital Ministry of Health Negara Brunei Darussalam Contact No: 2242424 Ext 2222/ 8637/ 8638</p> |

NOMBOR TAWARAN: KK/24/2024/ESTETRIPASH(TC)

**KEMENTERIAN KESIHATAN
NEGARA BRUNEI DARUSSALAM**

**TERM CONTRACT FOR WATERPROOFING AT RAJA ISTERI
PENGIRAN ANAK SALEHA HOSPITAL A PERIOD OF THREE(3)
YEARS**

YURAN TAWARAN : \$30.00

NOMBOR RESIT :

TARIKH TUTUP : HARI SELASA, 20HB FEBRUARI 2024

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)

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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 WATERPROOFING WORKS AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS.**

2. INTERPRETATION

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

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

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

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

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

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

"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 2024 "** and
 - (iii) the closing date and time of the Tender.
 - c) shall bear the following description of the project, namely:

**TERM CONTRACT FOR WATERPROOFING WORKS AT RAJA ISTERI PENGIRAN ANAK SALEHA
HOSPITAL FOR A PERIOD OF THREE (3) YEARS**

- 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.

SITE VISIT FORM

TENDER REFERENCE NO: KK/ /2024/ESTETRIPASH(TC)

TERM CONTRACT FOR WATERPROOFING WORKS AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS

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/ /2024/ESTETRIPASH(TC)TERM CONTRACT FOR WATERPROOFING WORKS AT RAJA ISTERI PENGIRAN ANAK
SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS

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 waterproofing services (hereinafter referred to as "Maintenance Services") at the following sites (hereinafter referred to as "Hospital"):

- Raja Isteri Pengiran Anak Saleha (RIPAS) Hospital
- Women and Children Centre
- Child Development Centre (CDC), Kiarong
- Psychiatric Service (Mental Health Unit), Kiarong
- Klinik Berkhatan, Kiarong
- Physiotherapy Bungalow, Kiarong
- Pusat Amal CeraH Sejahtera (PACS), Subok

The number of Site may change from time to time depending on the directive from the Ministry of Health.

1.2 The duration of the Maintenance Services is for **THREE (3) Years** OR upon complete expenditure of allocated quota whichever comes first.

2.0 SCOPE OF WORK

2.1 The works to be executed shall comprise of the following:

- 2.1.1 To attend **ANY** breakdown of waterproofing services and all other associated works as per service call issued by the S.O or his representative at any time including Fridays, Sundays and Public Holidays as directed by the S.O if necessary.
- 2.1.2 To attend, check, inspect, investigate, rectify, repair and make good to all complaints requested from S.O. or his representative at no additional charges.
- 2.1.3 Prepare and submit any technical report backed with evidence related to major fault found in the event where it is deemed necessary.

2.2 The Contractor shall provide everything deemed necessary for the proper execution of all works according to the indent of specification such as tools, equipment, transport, barrier, necessary warning sign and others where necessary.

2.3 The Contractor shall maintain an office in Bandar Seri Begawan where he can be notified by telephone or whenever requested by S.O. to be dispatched for any repair, rectification or replacement works when instructed and for shorter response time.

2.4 The Contractor shall be available even after office hours, Fridays, Sundays and Public Holidays as directed by the S.O if necessary.

2.5 The Contractor shall maintain sufficient spare parts or items which are commonly used to avoid delay during breakdown.

2.6 Any breakdown or complain must be reported to the S.O. or his representative within 24 hours in addition to the maintenance logging report made by the EMS staff. The report shall state the nature of fault, the work done and any further work that is required.

2.7 The Contractor shall remove and replace any supplied items which are damage, defect or not comply with the specification. If the contractor fails to do so within the reasonable time, the S.O. has the option to remove the items and replace with the correct specification and the contractor shall be responsible with the cost and expenses incurred.

- 2.8 If the S.O. thinks that any of the items supplied are not in accordance with the specification, the S.O. have the right to submit the items to expert for examination and/or testing. All test in connection therewith shall be borne by the Contractor.
- 2.9 The Contractor shall not assign this contract or any portion of the work to sub-contractor without the S.O. written permission. The consent shall not be reasonably refused to the prejudice of the Contractor. The Contractor is still solely and personally responsible for making sure that all terms, stipulation and conditions in this contract are followed by such authorized sub-contractor.
- 2.10 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.
- 2.11 The S.O. have the right to request amendment or correction of work if it is not satisfactory in terms of quality, workmanship, specification or according to instructions at the Contractor expense. Any job done which are not within the contract scope and done without S.O.'s approval shall not be claimed and will not be entertained due to negligence of contractor.

3.0 PENALTIES

- 3.1 The Contractor shall dispatch his workers to site to attend any breakdown when instructed by the Superintending Officer or his representative **within 1 hour** after being notified in writing or telephone in any events deemed reasonably urgent, safety critical and others unforeseen circumstances. A penalty of **\$100.00 per hour** shall be imposed for every hour or part thereof of the response time is exceeded.
- 3.2 A penalty of **B\$100.00** shall be imposed for each non-compliance to PPE requirements found which shall be deducted from the amount payable to the Contractor.
- 3.3 In the event where Contractor has failed to attend any breakdown as per stated in Clause 2.1 of this Section, the S.O. reserve the rights to instruct **other Contractor (hereinafter referred to as "Others"** to attend instead and all cost shall be borne by the Contractor).

4.0 USE OF SITE

- 4.1 The Contractor shall not use any of the sites for any purpose other than that of carrying out Maintenance Services stipulated in these Specifications.
- 4.2 The Contractor shall, at all times, keep the sites clear and free from all surplus materials, rubbish, debris arising from the execution of the works and keep the sites in clean conditions.
- 4.3 Contractor shall, at all times and at his own due diligence, adhere to the relevant guidelines, directives and regulations issued by the relevant government agencies and/or authorities, including among others, Workplace Safety and Health Order 2009, Safety, Health and Environment National Authority (SHENA) and others necessary.

5.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 5.1 The Contractor shall at his/her its own expense, supply its personnel and sub-contractor's personnel, required in connection with the safe performance of the work, with adequate protective personal clothing and other protective equipment which shall be maintained in good condition or replaced and shall be worn on relevant occasions as indicated by notices, instructions and good practice.
- 5.2 The S.O. have the right to stop the work or does not allow entry to Hospital if the PPE worn by the workers assigned is deemed unsatisfactory.
- 5.3 The PPE stated below are **mandatory** to be worn by the Contractor's workers during the Maintenance Services.

1. Helmets, with or without visors - depending on the activity
2. Face masks – depending on site requirements
3. Eye protectors (safety goggles) – depending on the activity
4. Overalls (coverall) bearing company name – obligatory
5. Leg protectors and/ or industrial boots – obligatory

5.4 A penalty shall be imposed on the Contractor if the PPE worn are not adequate at **B\$100.00 per notice/event**.

6.0 REPORTS

6.1 A record of the Maintenance Services shall be prepared and kept up to date diligently by the Contractor.

6.2 The Contractor shall diligently collect and compile work request such as obtaining a copy of user's Work Order Request/Request Form, screen shot of instructions relayed from S.O. or his representatives via mobile phone, email and others as supporting document and evidence to his payment claim.

6.3 The Contractor shall take **before and after picture** with time stamp features enabled to indicate starting and end time of work done.

7.0 CONTRACT PRICE AND PAYMENTS

7.1 The proposed **discount rate** shall be deemed to cover all costs involved in performing the Maintenance Services including all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, reinstatement works, documentation, insurance, taxes, duties, overheads and any other necessary items. This proposed **discount rate** 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 The Contractor is required to attach the following documents to his payment claim:

1. Photographs (before and after)
2. Service Call
3. Site Work Order
4. Copy of work request

8.0 SUPERVISION AND PERSONNEL

8.1 The Contractor shall provide and employ qualified and competent workers to perform the Maintenance Services.

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

8.3 The Contractor is required to submit a list of names, addresses, qualifications, experiences and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Maintenance Services in the format set out in Schedule IV. Any amendments made to the list shall be submitted in writing within five (5) days upon knowledge that any person has been added or deleted from the list during the period of the contract.

- 8.4 The Superintending Officer reserves the right to remove, reject or replace any persons employed by the Contractor, who in the opinion of the Superintending Officer is not competent to execute the Maintenance Services, and shall direct the Contractor to replace such person/s not later than seven (7) days.
- 8.5 The Contractor shall nominate supervisor/s for the purpose of administrative and on-site supervision. Such nominated persons may be called for interviews prior to the award of the Tender.
- 8.6 To ensure the proper execution of the Maintenance Services, the Contractor shall provide an adequate number of workers (minimum 3).
- 8.7 The Contractor shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.
- 8.8 All personnel employed by the Contractor shall be neatly and properly attired in uniforms bearing the name of the company.

9.0 INSURANCES

- 9.1 The Contractor shall procure the following insurances and shall remain effective throughout the contract period and any extension of time granted:
- i. Workmen Compensation
 - ii. Public Liability
 - iii. Fire

10.0 SECURITY

- 10.1 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:
- o Name
 - o Address
 - o Identity card number / passport number
 - o Gender
 - o Citizenship
 - o Expiry date of work pass (for foreign workers)
- 10.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.
- 10.3 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.
- 10.4 The Contractor shall be responsible in managing and safekeeping of his own equipment or other tools from unwanted circumstances such as theft or loss.

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

- 11.1 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.
- 11.2 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.

- 11.3 The Contractor shall also ensure that all measures are taken to control noise and dust produced during the Maintenance Services.
- 11.4 The Contractor shall adhere to Infection Control Risk Assessment, Implementation and Monitoring Policy (ICRA).
- 11.5 The Contractor shall be responsible in preparing materials for hoarding such as plywood, plastic, tapes, rubber mat and all other materials necessary to meet the requirements of the ICRA policy and as per instructed by the Infection Prevention and Control Unit. All costs shall be deemed to be covered in the preliminaries cost for the duration of this Contract.

12.0 MATERIALS

- 12.1 All works, equipment and materials to be used and installed under this contract shall be of first grade design and complying with Authority for Building Control and Construction Industry, British Standards or other Approved International Standards.
- 12.2 The Contractor shall attach letter/document indicating its approval from the relevant authorities indicating for the items he intended to use.
- 12.3 The Contractor shall at his due diligence to refer to the latest list of approved products from the relevant Authority or Department.
- 12.4 Generally all installation shall have a **defective liability of 1 year** starting from date of installation.
- 12.5 Reference to the following British Standards (B.S) shall be amended to Piawai Brunei Darussalam (PDB) as follows:
1. BS 4483 is amended to PBD:2:1992
 2. BS 4449 is amended to PBD:3:1992
 3. BS 4466 is amended to PBD:4:1992
 4. BS 4482 is amended to PBD:5:1992
 5. BS 3184 is amended to PBD:13:1994
 6. BS 12 is amended to PBD:14:1994
 7. BS 449 part 1 is amended to PBD:15 Part 1:1994
 8. BS 449 part 2 is amended to PBD:15 Part 2:1994
 9. BS 4 part 1 is amended to PBD:17Part 1:1995
 10. BS 3921 is amended to PBD:20:1997
- 12.6 Section 9 of the General Specification for Building and Construction Works (Revised 1988) is to be replaced by GS 3: 1998 General Specification for Carpentry and Joinery Produced by the Ministry of Development, Negara Brunei Darussalam.
- 12.7 All specification for treated timber shall comply with the Piawai Brunei Darussalam as follow:
1. PBD 8: 1993 – Specification for treated timber products.
 2. PBD 16: 1994 – Determination of moisture content of timber.
- 12.8 The Specification, Form of Tender and Letter of Acceptance together with the Documents referred to therein, Drawings and Standard P.W.D. Schedule of Rates for building and Construction Works for variation on contract (Current at the Time of Tender) General Specification for building and construction works (Revised 1988), the Conditions of contract and other relevant forms shall be deemed to form one Contract and shall be complementary to one another.

13.0 CEILING

The Contractor shall familiarize himself with the type of suspended ceiling used at Hospital/Site such as:

1. Gypsum board
2. Aluminium panel (with holes)
3. Aluminium panel (plain)

14.0 FLAT SLAB AREA

Surface preparation using waterjet or high-pressure air to remove the deteriorated, damaged existing waterproofing, algae, and debris. Remove all deboned plastering on the parapet wall around 150mm height from the slab. Hack off the unsound concrete and plaster back using non-shrink grout Nafufill KM 250. Injection work to be done along crack line width more than 0.3mm are to be injected using MC Injekt 2111 and let to cure for 24 hours to seal cracks and reduce rainwater leak from roof slab.

On the existing bituminous layer of waterproofing at slab and base of parapet wall, repaint a layer of AQ-623 (Bituminous Paint) and cure for 6 hours. Apply a primer layer of Ikote MTX40 to slab and install a layer of chop strand fibre while the primer is still wet. Apply the 1st coat of Ikote MTX40 on top of the chop strand fibre, let the primer and 1st coat layer cure for 24 hours. After curing apply the 2nd coat, inspect and ensure all the pinholes are covered and closed.

Same method to be applied to all skirting (150mm height) and pipe dressing (up to 200mm). all existing plinth and saddles of pipeline will be applied with the same waterproofing system. No water ponding test is done (due to other gutters extension to other buildings), only observation at slab soffits after heavy rain to ensure no leak or watermarks to be seen. Housekeeping of the work area shall be done daily before leaving the site.

15.0 PARAPET WALL

Surface preparation by grinder to remove rough/ patterned surface top and side of the parapet wall until smooth surface is achieved. Removal of debris and dust using air blower. Clean any crack lines using a wire brush and air blower to remove dust and debris. Install injection packer and pump in MC Dur 1264 KF to close and repair the cracks line and let cure for 24 hours. Remove all injection packers and excess chemical foam from the surface of the parapet wall.

Apply a primer layer of Ikote MTX40 to parapet wall and install a layer of chop strand fibre with overlap of 30mm while the primer is still wet. Apply the 1st coat of Ikote MTX40 on top of the chop strand fibre, let the primer and 1st coat layer cure for 24 hours. After curing apply the 2nd coat, inspect and ensure all the pinholes are covered and closed. Housekeeping of the work area shall be done daily before leaving the site.

SCHEDULE A
LIST OF LOCATION

| ITEM NO. | LOCATION |
|-----------------|---|
| 1 | RAJA ISTERI PENGIRAN ANAK SALEHA (RIPAS) HOSPITAL |
| 2 | WOMEN AND CHILDREN CENTRE (WCC) |
| 3 | CHILD DEVELOPMENT CENTRE (CDC), KIARONG |
| 4 | PSYCHIATRY SERVICE (MENTAL HEALTH UNIT), KIARONG |
| 5 | KLINIK BERKHATAN, KIARONG |
| 6 | PHYSIOTHERAPY BUNGALOW, KIARONG |
| 7 | PUSAT AMAL CERAH SEJAHTERA (PACS), SUBOK |

SCHEDULE 1 – TENDER FORM

To:

TENDER REFERENCE NO: KK/ /2024/ESTETRIPASH(TC)

TERM CONTRACT FOR WATERPROOFING WORKS AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A PERIOD OF THREE (3) YEARS

TENDER OF (*name of tenderer*)

Company/Business Registration No _____

Tender Closing Date: _____

| Ref. No. | Description Material/Make/model (Part no./size) | Qty | Rate for Supply & Install /Apply (Inclusive Removal) |
|----------|--|----------------|---|
| 1.0 | Preliminaries The preliminaries shall cover all costs such as insurance (Workmen Compensation, Public Liability and Fire), compliance to Infection Control Risk Assessment, Implementation and Monitoring Policy, HSE requirements and other preliminary requirements including materials and consumables for the duration of this Contract. | lump sum | \$20,000.00 |
| 2.0 | Ceiling Dismantling, hack and removal of any affected damaged/rotten ceiling & frame including timber support, boarding, other related fixtures and dispose of site surplus/debris materials to contractors' own dump area. | | |
| 2.1 | | m ² | \$15.00 |
| 2.2 | Realign, fix and make good existing suspended/ fixed/ concealed ceiling frame work such as T-bar and other materials (where necessary) | m ² | \$13.00 |
| 2.3 | Supply and install new concealed ceiling frame to affected area by using galvanized iron/other equivalent or suitable material as per site condition complete with others accessories required to complete the frame work of ceiling on site. | m ² | \$25.00 |
| 2.4 | Supply and install new suspended ceiling frame to affected area by using aluminium/other equivalent or suitable material as per site condition such as T-bar/perimeter bar/hanger wire/retainer clip/cross tee and others accessories required to complete the frame work of ceiling on site. | m ² | \$35.00 |
| 2.4 | Supply and install new fixed ceiling using cement board/master board with minimum 5mm thick as per site condition. Rate shall include make good and apply 2 coat finishing coat to all affected area. | m ² | \$8.00 |
| 2.6 | Supply and install new suspended ceiling panel with plain/perforated/existing pattern/others as per site condition: a) gypsum board size: 600mm x 600mm b) gypsum board size: 1200 mm x 600 mm d) aluminium ceiling panel: 600mm x 600mm | No No No | \$4.00 \$9.00 \$30.00 |

| Ref. No. | Description Material/Make/model (Part no./size) | Qty | Rate for Supply & Install /Apply (Inclusive Removal) |
|----------|---|----------------|---|
| 3.0 | Metal Flashing | | |
| 3.1 | Dismantling and removal of existing affected damage metal flashing including other related fixtures and dispose of site surplus/debris materials to contractors' own dump area. | m ² | \$5.00 |
| 3.2 | Fabricated, supply and install new stainless steel minimum grade 304 metal flashing as per existing. | m ² | \$30.00 |
| 4.0 | Gutter | | |
| 4.1 | Dismantling and removal of existing affected damaged/rotten metal gutter including timber support, boarding, other related fixtures and dispose of site surplus/debris materials to contractors' own dump area. | m | \$10.00 |
| 4.2 | Repair to leaking gutter with approved polyurethane sealant to all bolt heads and leaking joints/gaps and apply approved waterproofing coatings to surfaces of roof / internal of gutter | m ² | \$15.00 |
| 4.3 | Repair to leaking gutter by applying approved waterproofing membrane strip to surfaces of roof/internal of gutter, leaking joints/gaps, nail holes and all bolt heads | m ² | \$25.00 |
| 4.4 | Fabricated, supply and install new seamless welded 18-gauge stainless steel grade 304 K style, half round, square, box or parapet gutters/valley gutter (sizes to measure on site) c/w downspout, leader head, end cap, gutter framing/ boarding/ bracket/ support, connect to existing, reinstate all affected rain pipe and all other structure framing members suiting the existing lay-out. | m | \$230.00 |
| 5.0 | Brush on Type/Liquid-applied polyurethane Waterproofing | | |
| 5.1 | Carefully prepare, scrap-off loose flaking particles, dirt, grease, existing membrane, hose down & thoroughly clean using water/air jet, appropriate solvent to existing flat roof gutter/ valley gutter/ scupper drain/ flashing/ ridge capping. Rate to include to rectify/ make good any rotten/damaged frame, support, boarding and all other related fixtures. | m ² | \$0.80 |
| 5.2 | Seal-off all cracked/gap using appropriate watertight sealant, apply 1 coat of primer, 2 coat /layer brush on type waterproof monolithic membrane with fibre mesh reinforcement, 1 coat finishing top to all affected area but not limited to flat roof gutter/ valley gutter/ scupper drain/ flashing/ R.C floor/ ridge capping includes surrounding upturn or other approval appropriates protecting materials by ABCi certification. | m ² | \$21.00 |
| 6.0 | Torch on Waterproofing (Bitumat System) | | |
| 6.1 | Apply Bituminous primer and allow to dry and to apply torch on waterproofing, 4mm thick with mineral top finish. | m ² | \$20.00 |
| 7.0 | Injected Waterproofing | | |
| 7.1 | Rectifying and seal-off all cracked/gap using appropriate injected resin/sealant waterproofing protection type as approved certification to all affected area but not limited to R.C flat roof/ R.C gutter/ scupper drain/ R.C floor/ plaster wall or other approve appropriates protecting materials by ABCi certification, rate to include remove, reinstate and make good to all affected building and M&E services. | m | \$45.00 |

| Ref. No. | Description Material/Make/model (Part no./size) | Qty | Rate for Supply & Install /Apply (Inclusive Removal) |
|----------|--|----------------|--|
| 8.0 | Spall Concrete Carefully hack and moving all concrete behind bars until sound concrete surfaces using low powered electrical drill, sandblast all exposed reinforcement/ bars, clean all affected area with air/ water jet including protecting all materials & finishes surrounding using appropriate covering/ enclosing. | | |
| 8.1 | Repairing, patch-up and apply spall concrete with polymer modifies mortar including applying bonding agent to newly hacked surfaces and paint all rust free reinforcement/ link bars with anti-corrosive primer. | m ² | \$3.00 |
| 8.2 | Repairing, patch-up and apply spall concrete with epoxy light weight mortar c/w appropriate bonding agent/ polymer modified cement mortar or other technically approved equivalent method by ABCi certification, replace reinforcement/ bars with approved splice system inclusive applying coating/ protection primers to all exposed rebars. | m ² | \$20.00 |
| 8.3 | Repair, patch-up and apply spalling concrete with Non-Shrink Cementitious material by pressure grouting (35-50 psi) inclusive applying bonding agent to newly hacked surface, paint all rust free reinforcement/ link bars with anti-corrosive primer and temporary water tight sawn formwork above floor level. | m ² | \$60.00 |
| 8.4 | | | \$100.00 |
| 9.0 | Rooflight Shutter/ Cap Fabricated, supply and install new shutter/ cap seamless welded 18-gauge 304 grade stainless steel to suit the existing rooftop chiller plant rooflight shutter and all other fittings/ accessories required. (Approx Size: 900x900mm) | | |
| 9.1 | | Nos | \$320.00 |
| 10.0 | Expansion Joints | | |
| 10.1 | To seal the existing expansion joints with polysulphide or polyurethane sealant, and inclusive joint filler or backer rod. | m | \$26.00 |

Note: With reference to the Fixed Schedule of Rates from page 34 to 36, we agreed to execute all (or) part of the above-mentioned scope of works up to a maximum value of **B\$250,000.00 (Brunei Dollars Two Hundred and Fifty Thousand Only)** under the Terms of the Contracts at:

+ (plus) _____ % per centum

To be carried forward to
MOH (ref: PWDQ-15-25-
2/5- part a -
AGREEMENT)

-
(minus) _____ % per centum

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).

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

TOTAL AMOUNT OF PER CENTUM (IN WORDS):-

2. We offer and undertake on your acceptance of our Tender to provide the above-mentioned services in accordance with your Invitation To Tender.
3. I/we confirm that my/our tender has been calculated on a firm price basis and that I/we have taken into account all aspects, site conditions and other matter that may affect the works. I/we understand that I/we not be allowed any claims for payment may arise out of my/our misunderstanding, and/or misinterpretation and/or miscalculation of the works and/or site conditions.
4. I/we understand and agree that the Government has the option to accept part of my/our tender and I/we agree and confirm that in such case, there shall be no adjustment of my/our tender prices and/or rates.
5. Unless and until a formal agreement is prepared and executed, this tender offer together with your Letter of Acceptance thereof shall constitute a legal and binding contract between us.
6. 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.
7. Our offer is valid for **six (6)** calendar months from the tender closing date.
8. When requested by you, we shall extend the validity of this offer.

Dated this day of 2024

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:

- *Waterproofing services*

(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 subcontractor(s) (if any), shall provide information on the company's background, scope of operations, financial standing and certified copy of its Certificate of Incorporation or Certificate of Registration with the Ministry of Development.

Name of company :

Registration No :

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

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

Banker for the Cmpany’s business:.....

Table 4 – Shareholders Table

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

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

a) Management :..... b) Engineers :.....

c) Technicians :..... d) Tradesman :.....

e) Trainee/Workman :..... f) Others :.....

TOTAL WORKFORCE : No. of persons :

We certify that the above information is correct.

SCHEDULE 5 – REFERENCES

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

Table 5.1 References of previous customers

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

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

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

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

AGREEMENT

Between

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

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

and

**TERM CONTRACT FOR WATERPROOFING WORKS
AT RAJA ISTERI PENGIRAN ANAK SALEHA HOSPITAL FOR A
PERIOD OF THREE (3) YEARS**

THIS AGREEMENT is made on the

2024

BETWEEN

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

AND

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

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

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified, the following definitions shall apply:
- 1.1.1 "Agreement" means this Agreement and the **Schedules** attached hereto (as may be amended, modified, varied and/or supplemented thereto from time to time) and includes any document which by reference in the Schedules or this Agreement or which the parties hereto have agreed in writing to be an Schedule to be annexed hereto and be incorporated into this Agreement and includes any amendment, modifications and/or supplements thereto made from time to time;
 - 1.1.2 "Down Time" means the period starting from the Contractor's receipt of notice from the Government requiring the Contractor to deliver or provide Maintenance Services until the rectification of the Equipment to its normal working order;
 - 1.1.3 "Effective Date" means the date of signature of this Agreement by the parties;
 - 1.1.4 "Maintenance Services" means waterproofing, ceiling repair and/or replacement works to be provided by Contractor under this Agreement;
 - 1.1.5 "MOH" means the Ministry of Health, Brunei Darussalam;
 - 1.1.7 "Response Time " means the period starting from the Contractor's receipt of a notice from the Government requiring the Contractor to provide Maintenance Services to the arrival or commencement of Maintenance Services at the Site;
 - 1.1.8 "Site" means the location specified in Schedule A;
 - 1.1.9 "Superintending Officer" means the officer appointed by MOH to supervise and liaise with the Contractor for the purpose of this Agreement.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.

- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.
- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. DURATION OF AGREEMENT AND CONTRACTOR'S UNDERTAKING

- 2.1 This Agreement shall commence on the Effective Date and subject to **Clause 18** shall remain in force thereafter for a period of **THREE (3) YEARS**. Upon expiry of the said Three (3) Years, this Agreement may, at the option of the Government, be renewed for such period and on such terms and conditions as may be expressly agreed to between the parties in writing
- 2.2 In consideration of the payment by the Government of the Maintenance Charges in accordance with the provisions of **Clause 3**, the Contractor undertakes to provide Maintenance Services for the Equipment upon the terms and conditions of this Agreement.

3. MAINTENANCE CHARGES

- 3.1 In consideration of Maintenance Services carried out by the Contractor under this Agreement, the Government shall pay to the Contractor the charges respectively set (hereinafter referred to as the "Maintenance Charges"). upon receipt of the following documents from the Contractor: -
 - 3.1.1 Original Invoice;
 - 3.1.2 Duplicate Invoice;
 - 3.1.3 Maintenance Service Report pursuant to **Clause 5.3**; and
 - 3.1.4 All relevant supporting documents.
- 3.2 The Maintenance Charges shall be firm and fixed throughout the duration of this Agreement and shall be deemed to include:
 - 3.2.1 the cost of providing Maintenance Services;
 - 3.2.2 all travel, accommodation and subsistence expenses for the Contractor's employees (including the cost of time spent traveling) that may be incurred in the course of the provision of Maintenance Services;
 - 3.2.3 all labour, replacement parts, spare parts, tools, consumables (such as grease, oil, distilled water and cleaning materials), software and equipment used by the Contractor to carry out Maintenance Services.
- 3.3 The Maintenance Charges shall be levied by the Contractor every month in arrears provided that if the Contractor fails to carry out any Maintenance Services required to be carried out before the date appointed for payment of any charge under this Agreement to be carried out the Government may (without prejudice to its ordinary rights in respect of such failure) give notice to the Contractor of its intention not to pay such charge until such services shall have been duly carried out and upon doing so may withhold payment accordingly.
- 3.4 The Contractor shall submit all the documents specified in **Clause 3.1** invoices **on the first week of the following month** to:

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

- 3.5 Each invoice must state therein the Agreement Reference Number and title and a detailed statement (which must be verified and endorsed by the Superintending Officer) of the charges and the services rendered. It must also be supported by the relevant Maintenance Services Reports and all other documents required by the Superintending Officer.

4. MAINTENANCE SERVICES

- 4.1 The Contractor shall make visits at the Site and provide Maintenance Services in order to keep the facilities in good working order. Maintenance Services shall include attending ANY breakdown when instructed by the Superintending Officer from time to time.
- 4.2 Maintenance Services shall be carried out at any times whenever instructed by Superintending Officer to provide minimum inconvenience and disruption to the facilities.
- 4.3 The Contractor shall be available even after office hours, on Fridays, Sundays and Public Holidays

Response Time

- 4.4 The Contractor shall dispatch his workers to the site specified by the Superintending Officer within **one (1) hour** after being notified in writing or telephone that the maintenance services is needed.

Down Time

- 4.5 The Down Time during Maintenance Services shall in all cases not **exceed twenty four (24) hours**.

Escalation Procedure

- 4.6 Where the Contractor is unable to rectify any defect or malfunction within **two (2) hours** of the Contractor's engineer or technician (as the case may be) arriving at the Site, the Contractor shall immediately notify the Superintending Officer giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and shall not by itself result in a waiver by the Government of any rights or remedies which the Government may be entitled.
- 4.7 In the event that a fault or defect is detected which requires the immediate barricading for safety purpose, whether for immediate repair or to prevent the fault or defect from developing into a dangerous condition or becoming more expensive to repair, the Contractor shall immediately inform the Superintending Officer of it. Where the fault or defect necessitates a major repair works, the Contractor shall provide the Superintending Officer with an estimated cost and repair time.

Maintenance Team

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

5. MAINTENANCE WORK SCHEDULES, SERVICE REPORTS AND LOGS

- 5.1 The Contractor shall provide on-site, a maintenance-and-repair log. In the log shall be documented each incident of defect or malfunction; the date, time and duration of all work performed; quantities and parts and supplies used; and a description of the reason for the work done.

5.2 The Contractor shall also provide the Government with written reports of all Maintenance Services calls and actions carried out (“the Maintenance Services Reports”). The Maintenance Service Reports shall include the following:

- 5.2.1 the time, date and day of complaints/request from user/S.O.
- 5.2.2 the date the job was completed;
- 5.2.3 the time taken to complete the job (man hours effort) a description of action/procedure followed by a description of any materials used;
- 5.2.4 the name and signature of the Contractor’s engineer/technician responsible for carrying out the job;
- 5.2.5 the name, signature and comments of the person requesting the Maintenance Service.

5.3 In the event that a scheduled Maintenance Services is cancelled or postponed, the Contractor shall provide the Superintending Officer the reason for such cancellation or postponement. The Government reserves the right to arrange alternative dates/times to perform the outstanding Maintenance Services or make deductions from the Maintenance Charges payable or from any invoice submitted by the Contractor.

5.4 The Contractor shall furnish the Government with the Maintenance Services Reports on a monthly basis.

6. CONTRACTOR’S TOOLS, ETC

6.1 The Contractor shall equip its engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services with adequate tool kits.

7. REPLACEMENT PARTS, SPARE PARTS, MATERIALS, ETC

7.1 The Contractor shall supply all replacement parts, spare parts and consumables necessary for the proper execution of Maintenance Service.

7.2 The Contractor shall ensure that these are genuine parts approved by the manufacturer/s, and where new parts or materials are to be used, approval from the Superintending Officer shall be sought in advance.

7.3 The Contractor shall keep all essential spare parts in stock at all times during the term of this Agreement. The prices of these spare parts as set out shall remain firm and fixed during the term of this Agreement.

8. HEALTH AND SAFETY MEASURES

8.1 The Contractor shall give due importance to safety at all times.

8.2 The Contractor shall comply with and take all necessary measures to comply with all health and safety regulations and rules. The Contractor shall also comply with all orders and instructions given by the Superintending Officer from time to time relating to or in connection with the health and safety of persons in the vicinity of the Site and work in general.

8.3 The Contractor shall take all reasonable measures to prevent loss or damage by fire, to comply with existing fire regulations and instructions given by the Superintending Officer with regards to fire precautions and prevention.

8.4 The Contractor shall also ensure that all measures are taken to control the noise levels during its performance of Maintenance Services.

9. ACCESS, SECURITY AND CLEANING UP

9.1 The Government shall:

- 9.1.1 grant the Contractor such access to the Equipment as the Contractor shall from time to time reasonably require in order to perform Maintenance Services; and
- 9.1.2 make available to the Contractor all necessary documentation and/or other information to enable the Contractor to properly rectify/repair defects.

9.2 Where Maintenance Services has to be carried in a secure area, the Contractor shall provide to the Superintending Officer full details of all personnel and vehicles requiring access to the site, not less than seven (7) days before access or entry is required. Details shall include the following particulars:

- 9.2.1 Name
- 9.2.2 Address
- 9.2.3 Identity card number/passport number
- 9.2.4 Gender
- 9.2.5 Citizenship
- 9.2.6 Expiry date of employment pass (for foreign workers)

9.3 Where security passes are issued to the Contractor's personnel, the Contractor shall be responsible for the proper use of such passes.

9.4 The Contractor shall ensure that all security passes are immediately returned to the authorities when the personnel issued with the pass is no longer assigned or tasked by the Contractor to perform Maintenance Services and upon the expiry or termination of this Agreement.

9.5 Following every performance of Maintenance Services, the Contractor shall at its own cost and expense, within a reasonable time, clear away and remove from the Site all surplus materials and rubbish and leave the Site in a clean and in workmanlike condition.

10. CONTRACTOR'S PERSONNEL AND MATERIALS

10.1 All work carried out under this Agreement shall be of the highest standard and carried out competent engineers/technicians and all materials and component parts supplied or used shall be new and shall conform with the current specifications applicable to such work and shall be obtained only from merchants or manufacturers of the highest repute.

10.2 The Contractor shall submit to the Superintending Officer a list of the names, addresses, qualifications, experiences of all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement and any other information required by the Superintending Officer from time to time in the format set out in Schedule 4. Any proposed further amendment of the said list by the Contractor shall be submitted in writing to the Superintending Officer within five (5) working days of such proposed amendment.

10.3 The Contractor hereby warrants that all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement are properly trained and are in the employment of the Contractor on a full time basis.

10.4 In addition, the Contractor shall at no extra charge to the Government appoint a supervisor (hereinafter referred to as the "Contractor Supervisor") whose responsibilities shall include:

- 10.4.1 responding in person to any requests for Maintenance Services made by the Superintending Officer pursuant to this Agreement;
- 10.4.2 monitoring Response Time and Down Time;
- 10.4.3 identifying recurring problems and recommending replacements when necessary;
- 10.4.4 reviewing the status of all jobs with the Superintending Officer;

- 10.4.5 reviewing Maintenance Services Reports and Logs and the remedial actions to be taken.
- 10.5 The Government may require the Contractor to replace the Contractor Supervisor and any engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement if the Government reasonably considers the performance of that person is unacceptable or his attitude is incompatible with the proper and successful performance of the Maintenance Services or good personnel relations within the Government's organisation.
- 10.6 The Contractor shall ensure that the Contractor Supervisor and all engineers/technicians assigned or tasked by the Contractor to perform Maintenance Services under this Agreement:
 - 10.6.1 comply with all relevant safety security and on-site regulations adopted and implemented from time to time by the Government for personnel working on the Government's premises;
 - 10.6.2 possess the necessary employment pass (in the case of foreign workers);
 - 10.6.3 are equipped with appropriate telecommunication device (e.g. a pager/mobile phone) so that he is easily contacted by the Superintending Officer; and
 - 10.6.4 are neatly and properly attired in uniforms.
- 10.7 In the event that the Superintending Officer requires the Contractor to replace the Contractor Supervisor and any engineers/technicians pursuant to **Clause 13.5**, the Contractor shall do so accordingly within seven (7) days of receipt of the Superintending Officer's written request. Failure to do so on the part of Contractor shall entitle the Government to impose the following charges against the Contractor:

| | |
|-----------------------|---|
| Engineer | \$100.00 for each day of non-compliance |
| Supervisor/Technician | \$75.00 for each day of non-compliance |
| Tradesman | \$50.00 for each day of non-compliance |
| Helper | \$25.00 for each day of non-compliance |

11. SPARE PARTS, REPLACEMENTS AND CONSUMABLES

- 11.1 For the continued use and operation of the Maintenance Service by the Government, the Contractor shall at all times keep in stock and supply all necessary spare parts, replacement components and consumables required, and no extra charge shall be made for keeping in stock and supply all such necessary spare parts, replacement components and consumables.
- 11.2 The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the normal use or possession of the spare parts and replacement components supplied or provided by the Contractor under this Agreement infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party.

12. DELAYS AND LIQUIDATED DAMAGES

- 12.1 If the Contractor:
 - 12.1.1 fails to response to any notification given within the Response Time specified in **Clause 4.4**, on any Equipment on the date/time instructed or such revised date as agreed upon with the Superintending Officer; or
 - 12.1.2 fails to complete the Maintenance Services within the Down Time specified in **Clause 4.5**; or
 - 12.1.3 the Contractor shall pay the Government as and by way of liquidated damages which shall be deducted by the Government from any Maintenance Charges due to or may become due to the Contractor under this Agreement for the costs the Government will incur as a result as follows:

- 12.1.4 for the failure or delay mentioned in **Clause 15.1.1**, for each requested Maintenance Services, the sum of **One Hundred Dollars (B\$100.00)** for each hour or part thereof of such failure or delay; and
- 12.1.5 for the failure or delay mentioned in **Clause 15.1.2**, the sum of **One Hundred Dollars (B\$100.00) for every 24 hours** or part thereof of such failure or delay

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

13. CONTRACTOR'S WARRANTIES

13.1 The Contractor warrants and undertakes to the Government that:

- 13.1.1 it is not aware at the date of this Agreement of anything within its reasonable control which might or shall adversely affect its ability to perform its obligations under this Agreement;
- 13.1.2 Maintenance Services will be performed by competent persons and will be carried out with all due care and skill and within the time(s) specified in this Agreement;
- 13.1.3 all spare parts installed into the Equipment are genuine, new, of merchantable quality and fit for its purpose; and
- 13.1.4 it has the technical and logistical capability to provide Maintenance Services.

13.2 The Contractor undertakes to use all reasonable endeavours to remedy free of charge to the Government any faulty work or defective goods arising from a breach of the warranty in **Clause 16.1**.

14. FORCE MAJEURE

14.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:

- 14.1.1 acts of God;
- 14.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
- 14.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

14.2 Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.

14.3 If any Force Majeure event shall continue for a period exceeding **one (1) calendar month** the Government may at any time thereafter upon giving notice to the Contractor elect to terminate this Agreement.

14.4 In any Force Majeure event the Contractor or the Government shall for the duration of such event be relieved of any obligation under this Agreement including the payment of the charges for services as is affected by the event except that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by the event. Any monies or fees paid in advance by the Government for the period and the services so affected shall be pro-rated and refunded to the Government.

14.5 Where the Government elects to terminate this Agreement under this **Clause 17**, the Contractor shall forthwith refund to the Government all amounts paid to the Contractor less the price of goods and services which have been provided to the Government.

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

15. TERMINATION

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

16. CONFIDENTIALITY

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

16.4 For avoidance of doubt, the provision of this **Clause 19** shall survive the termination or expiration of this Agreement.

17. GIFTS

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

18. DAMAGE AND INJURY TO PERSONS AND PROPERTY

18.1 The Contractor shall:

18.1.1 indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim for any personal injury or death cause by the negligent act or omissions of its employees, agents and sub-contractors in connection with the performance or its duties and obligations under this Agreement;

18.1.2 be responsible for and reinstate and make good to the satisfaction of the Government or make due compensation for any injury or damage to any property or right of the Government, being injury or damage arising out of or in connection with the performance of the Contractor's duties and obligations under this Agreement.

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

19. INSURANCE

19.1 The Contractor shall maintain, and continue to maintain throughout the term of this Agreement, and at its own expense, comprehensive general liability, errors and omissions, workmen's compensation, public liability, property damage insurance.

19.2 As and when required by the Government, the Contractor shall produce for inspection satisfactory documentary evidence that the insurances referred to in **Clause 22.1** are being properly maintained and confirm that payment has been made in respect of the last preceding premium under them.

20. RESOLUTION OF DISPUTE

20.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Agreement.

- 20.2 If the parties are unable to amicably resolve any dispute within **thirty (30) days** from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the Arbitration Act (Chapter 173).
- 20.3 The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Act (Chapter 173). The applicable rules of Arbitration shall be the UNCITRAL Rules of Arbitration.
- 20.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 20.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.

21. NOTICES

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

To the Government:

Fax:

To the Contractor:

Fax:

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

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

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

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

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

22. GOVERNMENT'S RIGHTS

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

23. TAXES AND DUTIES

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

24. ENTIRE AGREEMENT

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

25. AMENDMENTS AND VARIATIONS

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

26. ASSIGNMENT AND SUB-CONTRACT

- 26.1 The Contractor shall not, without the prior written consent of the Government, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right to assign, either absolutely or by way of charge, any monies due or to become due to it, or which may become payable to it under this Agreement.
- 26.2 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement. If requested by the Government, the Contractor shall promptly provide the Government with copies of any sub-contracts.

27. SEVERABILITY

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

28. WAIVER

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

29. NO PARTNERSHIP

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

30. GOVERNING LAW

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

