

**MANPOWER PLANNING AND EMPLOYMENT COUNCIL SECRETARIAT
AND
JOBCENTRE BRUNEI
JABATAN PERDANA MENTERI
NEGARA BRUNEI DARUSSALAM**

QUOTATION NO: JPM/MPEC/JCB/QTN/2021/16

**TAWARAN BAGI PEMBELIAN DAN PEMASANGAN PREMIUM
SCENTING DI BANGUNAN JOBCENTRE BRUNEI**

Officer in Charge (O.I.C):

**Manpower Planning and
Employment Council
Jabatan Perdana Menteri
Negara Brunei Darussalam**

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), **UNIT PEMELIHARAAN ASET, MPEC and JobCentre Brunei, Jabatan Perdana Menteri**. The C.A.'s decision shall be final and binding upon the Contract.

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

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

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

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

Tenders shall remain valid for **3 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Quotation offer will be void if the tenderer fail to enter the final tender price in the PART A - AGREEMENT of the Contract Agreement, Term and Conditions for Quotation Works form.
5. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
6. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
7. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
8. No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors in price are to be struck off and initialled. Any discrepancy, error or omission in document shall be notify to the CA in writing thereof before the closing date of tender.
9. However, taking into account of the current Covid-19 situation, the Jabatan Perdana Menteri Finance Unit will be closed at the moment until further notice hence there will be no tender fee incurred to tenderer who wish to participate. Tender documents can be downloaded from Jabatan Perdana Menteri's website under "Tender Documents".
10. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
11. The tender is available in the **Prime Minister's Office Website**

The completed tender documents are to be lodged on or before **12 PM on 24th November 2021** in a sealed enveloped addressed to :-

QUOTATION (QTN) BOX
PENGERUSI JAWATANKUASA SEBUTHARGA
JALAN PERDANA MENTERI
BANDAR SERI BEGAWAN BB3913
NEGARA BRUNEI DARUSSALAM

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

Quotation No. : **JPM/MPEC/JCB/QTN/2021/16** Quotation Closing Date : **24th November 2021**
Title : **TAWARAN BAGI PEMBELIAN DAN PEMASANGAN PREMIUM SCENTING DI BANGUNAN JOBCENTRE BRUNEI**



**PRIME MINISTER'S OFFICE
NEGARA BRUNEI DARUSSALAM**

A	<input type="checkbox"/>	1.
	<input type="checkbox"/>	2.
	<input type="checkbox"/>	3.
FOR OFFICIAL USE ONLY.		

Quotation For : **TAWARAN BAGI PEMBELIAN DAN PEMASANGAN PREMIUM SCENTING DI BANGUNAN JOBCENTRE BRUNEI**

Quotation No : JPM/MPEC/JCB/QTN/2021/16
 Closed On : **24th November 2021** Receipt No. :

PART A - AGREEMENT

1.0 On behalf of
 I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of **B\$**
 (Brunei Dollars)
 within a period of **3** Days / Months* in accordance with the terms and conditions below.

2.0 Name & Signature :
 As Owner /Director* (.....)
 2.1. IC No. :
 2.2 Name & Signature :
 of Witness (.....)
 2.3 IC No. :
 2.4 Address :
 2.5 Telephone No. : Fax No. : E-mail :
 2.6 Date :

B
Company Stamp

FOR OFFICIAL USE ONLY.

3.0 On behalf of the Brunei Government, I accept your offer to carry out all/ items*
 of the above for a sum of **B\$** (Brunei Dollars)
 within a period of **3** Days / Months* in accordance with the terms and conditions below.

4.0
(PENGIRAN HAJAH NURUL IHSAN BINTI PENGIRAN DAMIT)
 Pegawai Pembangunan Sumber Manusia Kanan
 b.p Pengerusi Manpower Planning and Employment Council (MPEC)
 4.1 Name & Signature :
 of Witness (Abdul Aziz bin Haji Abdul Hamid)
 4.2 Address : **MPEC SECRETARIAT, JOBCENTRE BRUNEI BUILDING, JABATAN PERDANA MENTERI, BERBI**
 4.3 Telephone No. : **+673 2 444100 EXT 445** Fax No. : E-mail : **asset.jcb@jpm.gov.bn**
 4.4 Date of Contract :
 5.0 The Contract Administrator is : **MPEC SECRETARIAT, JABATAN PERDANA MENTERI**
 6.0 The Starting Date is on :

C
Department Stamp

*Delete as necessary

PART B - TERMS OF QUOTATION

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

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

1.2 Overall Obligations of the Contractor:

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

1.3 Instructions & Certifications

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

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

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

2.2 Variations To Work

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

2.3 Health and Safety

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

3.0 TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

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

3.2 Adjusting Time for Completion

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

3.3 Completion

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

3.4 Delayed Completion

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

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

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

4.2 Contents of Payment Certificate:

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

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

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

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

5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

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

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

5.2 If the Contractor:

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

this Contract is terminated by a written notice.

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

PART C - APPENDIX

1.0	Completion Date: (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ 20.00 Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	6 Months
4.0	Retention Sum % of the Contract Sum