



MINISTRY OF FOREIGN AFFAIRS  
BRUNEI DARUSSALAM

"PERKHIDMATAN PEMELIHARAAN  
LANSKAP BAGI KEMENTERIAN HAL  
EHWAL LUAR NEGERI BAGI TEMPOH TIGA  
(3) TAHUN"

TENDER REF: MFA/ASSET/01/2019

M.O.D REGISTERED CONTRACTORS  
CATEGORY KP12 & SO3

**Prepared by**

Asset Management Section  
Ministry of Foreign Affairs

**MINISTRY OF FOREIGN AFFAIRS  
NEGARA BRUNEI DARUSSALAM**

**PERKHIDMATAN PEMELIHARAAN LANSKAP BAGI  
KEMENTERIAN HAL EHWAL LUAR NEGERI BAGI TEMPOH  
TIGA (3) TAHUN**

LANDSCAPE MAINTENANCE SERVICES FOR THE MINISTRY OF FOREIGN  
AFFAIRS FOR A PERIOD OF THREE (3) YEARS

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# INVITATION TO TENDER

TENDER REFERENCE NO: MFA/ASSET/01/2019

## INVITATION TO TENDER FOR LANDSCAPE MAINTENANCE SERVICES FOR THE MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS

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

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

Date of Issuance of Invitation: 31<sup>st</sup> July 2019

1. **THE GOVERNMENT OF BRUNEI DARUSSALAM**, represented by the Ministry of Foreign Affairs invites Tenders for the "**Landscape Maintenance Services For the Ministry of Foreign Affairs For A Period of Three (3) Years**"
2. This Invitation to Tender is comprised of the following:
  - Section 1: Instruction To Tenderers**
  - Section 2: Specifications & Schedule of Prices**
  - Section 3: Forms to be Used**
  - Section 4: Articles of Agreement & Conditions of Contract**
3. Interested Tenderers may obtain the Invitation to Tender upon payment of a non-refundable Tender Document Fee of **B\$50.00** payable to "The Government of Brunei". Payment is to be made at **Accounts Section, Ministry of Foreign Affairs, Jalan Subok, Bandar Seri Begawan BD2710, Brunei Darussalam.**

All prospective Tenderers shall fill up an Invitation to Tender Acknowledgement Form and lodge the Form together with the Tender Document.
4. All tenders must be delivered to **The Chairman, Mini Tender Board, Ministry of Foreign Affairs, Jalan Subok, Bandar Seri Begawan BD2710, Brunei Darussalam**, not later than (2.00 p.m.) on (20 August 2019).

# **SECTION 1**

## **INSTRUCTION TO TENDERERS**

# SECTION 1 – INSTRUCTIONS TO TENDERERS

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## 1. INTRODUCTION

- 1.1 Tenderers are invited to submit for the " LANDSCAPE MAINTENANCE SERVICES FOR THE MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS " (hereinafter referred to as "the Works").

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Instructions To Tenderers, unless the context otherwise requires, the following terms shall mean:

**Contract** means the Agreement(s) to be entered into between the Government and the successful Tenderer in the form set out in **Section 3** of this Invitation to Tender;

**Government** means the Government of Brunei Darussalam represented by the Ministry of Foreign Affairs.

**Invitation To Tender** means inviting Tenderers to offer to meet the Government's requirements by submitting a Tender in accordance with the requirements prescribed in all the Sections of this Invitation To Tender;

**Specification** means the specifications and requirements of the Works 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 under Clause 7.4.2(b) in these Instructions to Tenderers for the submission of the Tender;

**Tenderer** means a [natural or] legal person 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, as provided in Clause 8.1 .

- 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; and

2.2.3 In the event of any inconsistency between these Instructions To Tenderers and the conditions of the Contract as contained in **Section 4** of this Invitation To Tender, the latter shall prevail.

### 3. ELIGIBILITY

- 3.1 Any company or firm that is currently debarred from participating in Government tenders is not eligible to participate in this Invitation To Tender. If a Tender is awarded to a company or a firm which is debarred, the Government shall be entitled to rescind any contracts entered into pursuant to such a Tender, without the Government being liable in damages or compensation.
- 3.2 This invitation to tender is open only to contractors which are registered with *Ministry of Development. (Category KP12 & SO3)*
- 3.3 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. SITE VISIT

- 5.1 In order to provide consistent advice and clarification to all parties at the same time, a “**site visit**” session may be held for all potential Tenderers. The venue, date and time of the session will be confirmed by the Government. Contact person for the arrangement of the site visit will be:

***Suhara Fadhilah Hj Yusop or Masehi Ahmad***  
*Asset Management Section*  
*Telephone no: 2261177 ext 154 / 169*  
*Email: BahagianAset@mfa.gov.bn*

- 5.2 Those potential Tenderers wishing to attend the session must nominate their representatives (which shall not exceed more than 3). All nominations must be in writing (via mail, e-mail or facsimile) and sent to the Superintending Officer not later than 48 hours before the session and shall specify therein the names and positions/roles of the nominated representatives together with the contact phone and facsimile numbers and e-mail addresses of each representative.
- 5.3 Where 2 or more organisations and/or individuals propose to jointly tender, then only a maximum of 3 persons can attend on behalf of the members of the consortium. Where the Tenderer proposes to use one or more sub-contractors, then only a maximum of 3 persons can attend on behalf of that Tenderer and its sub-contractors.

- 5.4 At the site visit session, the Government will endeavour to answer any questions from Tenderers in relation to this Invitation To 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.
- 5.5 Other than the site visit or pursuant to any enquiry permitted by the Invitation To Tender, no other form of communication or contact or any attempt to do so, shall be made by any intending Tenderer or its representatives.

## **6. TENDER FEE**

- 6.1 A **\$50.00** non-refundable tender fee is required for Tender submission.

## **7. SUBMISSION OF TENDER**

- 7.1 All Tenders shall be submitted in a form which satisfies the following requirements:
- 7.1.1 the Tender must be in English;
  - 7.1.2 each page must be numbered consecutively;
  - 7.1.3 whenever possible, the Tender submitted should not exceed A4 paper size; and
  - 7.1.4 the Tender must be bound in a form which does not facilitate replacement of pages (i.e. loose leaf binding is not acceptable).
- 7.2 The Tender must include an address where notices, request, waiver, consent or approval required to be sent by the Government, can be directed to.
- 7.3 *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 and DUPLICATE respectively. All Tenders must be addressed to:*

***THE CHAIRMAN,  
MINI TENDER BOARD,  
MINISTRY OF FOREIGN AFFAIRS,  
JALAN SUBOK,  
BANDAR SERI BEGAWAN BD2710  
NEGARA BRUNEI DARUSSALAM***



7.4 The envelope containing the Tender:

7.4.1 shall **not** bear the name or address of the Tenderer, and

7.4.2 shall have on its **top left-hand**

(a) the Tender number “**MFA/ASSET /01/2019**”;

(b) and the following words, which includes the closing date and time of the Tender:

**"DO NOT OPEN BEFORE 2.00 p.m, 20 August 2019"**

7.4.3 shall bear the following description of the project, namely:

**"PERKHIDMATAN PEMELIHARAAN LANSKAP BAGI  
KEMENTERIAN HAL EHWAL LUAR NEGERI BAGI TEMPOH  
TIGA (3) TAHUN"**

7.5 For the ORIGINAL:

7.5.1 All pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorised representative.

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

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

7.5.4 All pages must be numbered.

7.6 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.

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

## **8. VALIDITY PERIOD OF TENDER**

8.1 The Validity Period of **six (6) months** from the Tender Closing Date shall be maintained for every Tender submitted. Any Tender expressed to be valid for a shorter period may, in the absolute discretion of the Government, be rejected.

8.2 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 the Government's request for an extension of the Validity Period. Failure to respond will result in the Tender not being considered further.

## **9. AMENDMENT OR ADDITION TO THE INVITATION TO TENDER**

- 9.1 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 Superintending Officer. Where the amendment is significant, the Government may at its discretion extend the Tender Closing Date.
- 9.2 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**, as set out in **Appendix 1.1** of this Section. 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.

## **10. WITHDRAWAL OF TENDER**

- 10.1 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.

## **11. TENDER PRICE**

- 11.1 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 Works 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.

## **12. SUFFICIENCY OF TENDER PRICE**

- 12.1 The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the supply and installation of the Works, including duties, customs and excise, licenses, transport and insurance expenses.
- 12.2 The Tender price shall be deemed to have included all items to meet the specifications and as provided in **Section 2 – Specification** of the Invitation To Tender irrespective of whether such items have been listed or priced in the Tender. No specifications detailed in **Section 2** shall be excluded unless explicitly stated by the Tenderer.

### **13. REQUEST FOR CLARIFICATION BY TENDERERS**

- 13.1 A Tenderer seeking clarification of any of the provisions this Invitation To Tender may only do so prior to the Tender Closing Date in writing in the format set out in **Appendix 1.2** of this Section and shall be sent by the Tenderer by email or facsimile to:

*Head of Asset Management  
Ministry of Foreign Affairs  
Telephone no: 2261177 Ext 243  
Fax no: 2262810  
Email: BahagianAset@mfa.gov.bn*

- 13.2 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.
- 13.3 The Government will NOT accept any request for clarification that is submitted within seven (7) days prior to the Tender Closing Date.

### **14. OWNERSHIP OF TENDER DOCUMENTS**

- 14.1 By submitting a Tender, the Tenderer:

14.1.1 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

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

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

### **15. TENDER CLOSING DATE**

- 15.1 All Tenders shall be lodged on or before the Tender Closing Date in accordance with these Instructions to Tenderers.
- 15.2 A Tender submitted 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 Works sought;

16.1.2 In preparing its Tender, the Tenderer:

- (a) fully examines every Section of this Invitation To Tender, which includes all appendixes and any other information made available by the Government to Tenderers for the purpose of this Invitation To Tender;

- (b) makes 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;
- (c) makes site visits of the premises of the Government where the Works will be carried out;
- (d) 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**

17.1 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. 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.

18.4 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. 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.

18.5 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 18.4** above and wishes to lodge a correction or additional information, it can *only* do so if

- 18.5.1 The correction or additional information is provided to the Government without undue delay and is done prior to the Tender closing date; and
  - 18.5.2 The correction or additional information is provided to the Government in writing and is initialled by the Tenderer.
- 18.6 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. REQUEST FOR CLARIFICATION BY THE 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**

- 20.1 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.
- 20.2 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.

## **21. EXPENSE OF TENDERER**

- 21.1 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.

## **22. COMPLIANCE WITH INSTRUCTIONS TO TENDERERS**

- 22.1 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.

## **23. EVALUATION OF TENDER**

### **23.1 Evaluation Objective**

- 22.1.1 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** of this Invitation To Tender.

### **23.2 Evaluation Process**

- 23.2.1 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.
- 23.2.2 Tenders will be evaluated to determine whether the format and contents of the Tenders comply with the contents of **Section 1 – Instructions to Tenderers**, **Section 2 – Specifications** and **Section 3 – Forms to be Used**. Any Tender which the Government considers does not comply with the contents of **Sections 1** and **3** will be deemed to be **Non-Conforming** and will not be considered further.

### **23.3 Shortlisting**

- 23.3.1 At any time during any stage of the evaluation process the Government may undertake a shortlisting exercise and shortlist more than one Tenderer.
- 23.3.2 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.

### **23.4 Enquiries**

- 23.4.1 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.

23.4.2 Enquiries 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.

23.4.3 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.

## **24. NON-COMPLIANT TENDERS**

24.1 Any Tender that the Government determines does not comply with or meet (either in total or in part) any requirement of this Invitation To Tender (including, but not limited to, the specifications or the Contract) or is otherwise not acceptable to the Government for any reason (whether technical, functional or commercial shall be deemed to be **Non-Compliant** for the purposes of this Invitation To Tender and, depending on the evaluation of such non-compliance, may be excluded from any stage of evaluation (whether by short listing or other process). Any determination made pursuant to this clause is a matter that is within the Government's sole and absolute discretion.

## **25. ACCEPTENCE OF TENDER**

25.1 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 therefor.

25.2 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 it accordance with the schedule of prices set out in the Tender.

25.3 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 in **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.

25.4 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.

## **26. FORM OF CONTRACT**

26.1 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.

26.2 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.

## APPENDIX 1.1

### ACKNOWLEDGMENT OF INVITATION TO TENDER

TENDER REFERENCE NO: MFA/ASSET/01/2019

**"PERKHIDMATAN PEMELIHARAAN LANSKAP BAGI  
KEMENTERIAN HAL EHWAL LUAR NEGERI BAGI TEMPOH TIGA (3)  
TAHUN"**

I/We (*inset name*)

---

of (address)

---

(*tel and fax number*)

---

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
**Signature of authorised officer of Tenderer**

Tenderer Official Stamp

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

---

#### FOR OFFICE USE

Amount Paid: \_\_\_\_\_

Date of receipt: \_\_\_\_\_

Receipt No: \_\_\_\_\_

Officer: \_\_\_\_\_



## APPENDIX 1.2

### CLARIFICATION NOTICE (CN)

TENDER REFERENCE NO: MFA/ASSET/01/2019

**"PERKHIDMATAN PEMELIHARAAN LANSKAP BAGI  
KEMENTERIAN HAL EHWAL LUAR NEGERI BAGI TEMPOH TIGA (3)  
TAHUN"**

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

**SECTION 2**  
**SPECIFICATIONS**

## SECTION 2 – SPECIFICATIONS

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## 1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Specifications, unless specified otherwise, the following terms shall mean: -

**Government** means the Ministry of Foreign Affairs;

**Site** means the Ministry of Foreign Affairs building complex at Jalan Subok and Bubungan Duabelas at Jalan Residency, Bandar Seri Begawan.

**Superintending Officer** means the Permanent Secretary of the Ministry of Foreign Affairs and his authorised representatives;

**Works** means the landscape maintenance services for Ministry of Foreign Affairs at Jalan Subok and Bubungan Duabelas at Jalan Residency.

## 2. INTRODUCTION

### 2.1 *Services Sought*

2.1.1 Tenders are invited for the "**Landscape Maintenance Services for the Ministry of Foreign Affairs for a Period of Three (3) Years**" according to the Scope of Works. The services shall include the following areas:-

- Grass cutting and maintenance of landscaped areas around MFA building complex including the area between MFA and the main road (Jalan Residency),
- Grass cutting and maintenance of landscaped areas around Bubungan Duabelas, Jalan Residency,
- Cleaning of perimeter drain, outside walls, walkways, carpark area & fencing including six (6) metre wide around the outside of perimeter fence.
- Cutting and clearing of undergrowth on the slope facing the main road.
- Cleaning of rubbish collection area.
- Internal landscaping/plant arrangement inside the MFA building complex:-
  - Main building - Main entrance, reception area and staircase areas
  - Annex building - Reception area

2.1.2 The quality and standard of workmanship, materials and equipment, which will be carried out and executed by the successful Tenderer must comply with the laws, regulations and guidelines currently in force in Brunei Darussalam.

2.1.3 The successful Tenderer are required to supply all the items specified in **Schedule of Prices**, and be wholly responsible for all the services, materials and labour for the proper execution of the Works, unless specifically stated otherwise. The Ministry reserves the right to accept all or part of the proposed items or services from the successful Tenderer.

2.1.4 In carrying out the Works, the successful Tenderer shall comply with all the requirements of the Ministry and instructions of the Superintending Officer.

2.1.5 The successful Tenderer shall be fully responsible for the welfare of the labourers who are carrying out the Works.

2.1.6 The successful Tenderer shall ensure that the labourers carry appropriate identifications and wear uniforms, clearly stating the name of the company.

2.1.7 The successful Tenderer shall carry out the Works in a manner which shall minimise disturbances and inconveniences to the staff of the Ministry. The successful Tenderer may be required to suspend carrying out the Works for certain areas of the Site upon instruction by Superintending Officer.

## 2.2 *Scope of the Works*

2.2.1 The scope of the Works includes general landscape maintenance as outlined in the following:

- a) grass-cutting
- b) watering of plants and turfing
- c) pruning and trimming
- d) weeding and cultivation
- e) tilling and forking
- f) mulching
- g) fertilizer application, scarifying and top dressing
- h) pest and disease control
- i) replacement of dead or dying trees, shrubs, and/or groundcovers
- j) replacement of tree guards or stakes and/or ties
- k) making good erosion and slippage
- l) keeping drainage clear of obstruction
- m) general cleaning, including removal of litter
- n) soil testing and liming
- o) clearing unwanted big trees and cutting tree branches
- p) clearing, washing and removing all unwanted debris, mud dead animals and others over the road pavement and any slab surfaces within the perimeter fence.
- q) Sweeping and cleaning of compound road surfaces, pathways, sideways, driveways, kerbs and signage.

## 3. **EQUIPMENT AND MATERIALS**

3.1 The Contractor shall supply all necessary chemicals, equipment, machines, tools and materials for the efficient execution of the work. The Contractor **MUST** be in possession of scaffolding or ladders to carry out pruning and trimming of trees and bushes.

3.2 The Contractor shall be required to confirm the minimum quantity of recommended equipment which he intends to use for the Works (**Appendix 2.1**). All equipment to be used shall be in good working order.

3.3 The Contractor shall be required to state the detail of products which he intends to use (**Appendix 2.2**).

## **4. GARDENING WORKS SPECIFICATIONS.**

### **4.1 *Grass Cutting.***

- 4.1.1 The Contractor is required to cut the grass in every 14 days (fortnightly). Grass cutting shall include all MFA land boundary line, at least five (5) metres wide around the outside of perimeter fence and the land area between MFA building and the main road (Jalan Residency) and the area around Bubungan Duabelas up to the main road at Jalan Residency.
- 4.1.2 Mechanism in all maintenance operations for cutting of grass mowers of various capacities to suit site conditions shall be utilized to cut the grass. On fairly extensive and open grass area, side table or fields, the Contractor shall use mechanical mowers powered by small tractors to attain the stand and requirement.
- 4.1.3 Grass shall be close cut as short as possible following the general contours of the ground. The stock or blade of grass after each cutting shall not be higher than 50 mm and no lower than 10mm above ground level at any time during the period of the contract. The cut grass shall be swept and removed on the same day.
- 4.1.4 All turfed areas shall be inspected for weed invasion before cutting commences. Grass areas shall be kept minimum 95% weed free.

### **4.2 *Trimming of Edges.***

- 4.2.1 The edges of all side tables, scupper drains, road kerbs, foot paths, concrete paved area etc shall be cut back to proper straight lines or curves as the case may be, and trimmed there after to produce a neat and tidy appearance. This work shall be carried out immediately after the grass in the areas had been mown.
- 4.2.2 Grass growing in the cement joints of slabs or footpaths, aeration slabs shall be cut and undesirable grass and weeds removed.
- 4.2.3 Grass growing around trees, shrubs, base of fences, lamp post, railings etc shall be cut using appropriate machines or manually and care shall be taken not to damage the items listed.
- 4.2.4 The Contractor shall be held responsible for any damage and shall pay and make good all such items listed. To ensure surface water from carriageway will flow off quickly and by the shortest distance into the drain, the Contractor shall maintain the earth scupper drain by regular grass cutting and weeding etc. In conjunction with every cutting, the Contractor shall clean out , degrade all the earth scuppers and clear the ends of all pipes scuppers. All excavated earth and debris shall be removed from site immediately.

### **4.3 *Watering***

- 4.3.1 All trees, shrubs, grass and other plants shall be watered sufficiently to maintain satisfactory growth. The frequency of watering shall normally be higher during the dry season and necessary and proper adjustments shall be made for seasonal and environmental variations and for the different types of plants.

- 4.3.2 The Contractor shall take care not to over water as this may lead to root rot. Only clean water from water mains shall be used.
- 4.3.3 The Contractor is required to provide adequate workers and tools to carry watering and shall be carried out in such manner that the plants are not shaken, up heaved, or dislodged.

#### **4.4 *Liming.***

- 4.4.1 The Contractor is required to provide adequate quantity of lime for all plants and trees which shall be applied once every 4 months.

#### **4.5 *Weeding***

- 4.5.1 Weeding shall mean the removal of unwanted vegetation growth such as weeds.
- 4.5.2 All trees bases and shrub beds are to be kept in a weed-free condition and weeding operation shall be carried out by hand.
- 4.5.3 For young trees, shrubs and ground cover, care should be taken not to damage the stems and surface roots during weeding. All weeded materials, debris etc must be removed from site immediately on the same day.
- 4.5.4 No weeding chemical or weed killers shall be used without prior approval of the Ministry. When chemicals are permitted, the Ministry of Health shall confirm them to categories.

#### **4.6 *Disposal of Cut Grass, Weeds, Litter And Rubbish Etc.***

- 4.6.1 All cut grass cuttings, trimmings, weeds, loose stones, litter and rubbish, etc shall be collected and cleared from the site and disposed of off site on the same day at the Contractor's own expense.
- 4.6.2 Under no circumstances shall rank vegetation and grass be permitted to be burnt in vacant grounds.

#### **4.7 *Fertilizer For Turf.***

- 4.7.1 Fertilizer for turf shall be granular type such as NPK 15-15-15 at a rate of 100g/m<sup>2</sup> once every 3 months. Contractor may propose alternative for the Superintending Officer's approval.

#### **4.8 *Pruning And Trimming.***

- 4.8.1 All pruning shall be made cleanly leaving no ragged edges, torn barks, or bruising and crushing of the stems.

- 4.8.2 Proper tools such as sectors, sheers, saws and/or pruning knives shall be used for the relevant pruning and trimming operations.
- 4.8.3 All branches, leaves, etc. trimming or pruned and rubbish collected during the pruning operation shall be collected and cleared from the site and disposed of off site expeditiously.

**A. Trees**

- a. Pruning shall be carried out once every two months as provided in the Summary Of Tender. However, additional pruning operations may be required by the Superintending Officer under special or exceptional circumstances.
- b. Pruning and trimming for young trees shall be limited to thinning, shaping and preserving the leading shoot (or encouraging another to form should the leading shoot be damaged). Established trees shall be pruned to remove dead, diseased, broken and crossing branches,
- c. Multiple leading shoots save one to preserve the shape of the tree. Branches obstructing pedestrian or vehicular traffic shall be removed from the trunk to allow greater clearance to such traffic. All pruned branches exceeding 30mm in diameter must be treated with approved tree wound dressing and/or fungicidal preservative such as bit mastic paint to the satisfaction of the Superintending Officer.
- d. Pruning shall also include the removal of palm dried leaves on regular basis. This operation shall be carried out more frequently than once every three months.

**B. Shrubs**

- a. Pruning shall be carried out once every three month as provided in the Summary Of Tender. However, additional pruning operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.
- b. Shrubs shall be pruned to regulate height, shape and thickness of growth and shall involve:
- Removal of dead, diseased and broken branches;
  - Removal of dead diseased and broken shoots
  - Removal of shoots alien to the character of the plant;
  - Removal of old and weak growth.

**4.9 Groundcovers**

- 4.9.1 Groundcovers shall be trimmed to keep growth within its bounds once every month as provided in the Summary Of Tender. However, additional trimming operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.



#### **4.10 Tiling And Forking.**

4.10.1 Tiling shall be done once every month to loosen compacted soil and ensure good soil aeration around trees, shrubs and other plantings. Care must be observed in order not to damage the roots of the plants. Tiling and forking is best scheduled after weeding work. The soil shall not be tilled after heavy rain or after watering. After tiling, moderate watering is required especially during dry weather condition.

#### **4.11 Mulching**

4.11.1 Mulching shall be carried out once every two months. On special occasions, the Superintending Officer may require the Contractor to apply mulching out of schedule. In this event, the schedule shall be readjusted accordingly. The Contractor shall take into consideration of the special dates as in Para.2 above.

4.11.2 Mulch shall be well-composted organic matter to be approved by the Superintending Officer. Well-composted shall mean the original individual organic components such as tree bark or wood chipping can no longer be distinguished. Materials where the original organic matter is still discernible shall be rejected.

#### **4.12 Fertilizer And Feeding.**

4.12.1 Fertilizers shall be conventional **NPK** granular fertilizer, which may have the following ingredients.

• <b>N</b>		20%
• <b>P</b>		10%
• <b>K</b>		5% - 10%
• <b>Ca</b>	as phosphate	4.00% w/w
• <b>S</b>	as sulphate and Phosphate	6.00% w/w
• <b>Mg</b>	as oxide	0.20% w/w
• <b>Cu</b>	as sulphate	0.33% w/w
• <b>Zn</b>	as oxide	0.50% w/w
• <b>Fe</b>	as sulphate	0.33% w/w
• <b>Mn</b>	as sulphate	0.16% w/w
• <b>Mo</b>	as molydate	0.01% w/w
• <b>B</b>	as tetraborate	0.01% w/w

For example:

3.0 m high tree	4 tablets of 100 grams
3.0 m high palm	4 tablets of 100 grams
2.5 m high tree	2 tablets of 100 grams
600 mm shrubs	3 tablets of 20 grams
300 mm shrubs	2 tablets of 20 grams
150 mm plant	1 tablets of 10 grams

4.12.2 The required quantity of fertilizer shall be placed at a depth of 150mm – 200mm deep, evenly around the drip line for trees.

- 4.12.3 Approximate locations of each fertilizer tablets shall be marked with a peg, which may only be removed upon approval of the Superintending Officer. The Contractor may propose for the Superintending Officer's approval an alternative system to verify fertilizer application.
- 4.12.4 If granular fertilizer is being used, the required quantity shall be placed evenly around the drip line of trees and palms, and spread evenly on the ground of shrubs and groundcovers. The fertilizers shall be applied once every fortnight.

#### **4.13 *Pest And Disease***

- 4.13.1 The Contractor shall carry out weekly inspections on all trees, shrubs, groundcovers and grass areas pests and disease. The results of the weekly inspections shall be submitted monthly to the Superintending Officer for his retention.
- 4.13.2 Any discovery of pest and disease shall be reported immediately to the Superintending Officer.
- 4.13.3 The Contractor shall first obtain approval from the Superintending Officer on types of pesticides, insecticides and fungicides to be used. These chemicals shall be used in strict accordance with the manufacturer's instructions.
- 4.13.4 Spraying of pesticides, insecticides or fungicide shall be carried out immediately with at the first sign of infection and damage. Spraying shall be repeated ten (10) to fourteen (14) days after first spraying.
- 4.13.5 Pesticides, insecticides and fungicides shall only be applied in early morning or evening to prevent leaf burn.

#### **4.14 *Replacement of Trees, Shrubs And Other Plants***

- 4.14.1 Contractor shall straighten trees and replace dead or dying trees, shrubs and other plants whenever directed by the Superintending Officer. Dead or dying plants attributed to Contractor's negligence shall be replaced at Contractor's own expense. Determination of cause of death shall be at the sole discretion of the Superintending Officer.

#### **4.15 *Replacement of Vandalised or Weather-Damaged Plants***

- 4.15.1 The onus shall at all times be on the Contractor to prove that death or damage was so caused. The Contractor shall report to the Superintending Officer any activities carried out by others on site. On any event, no claim shall be considered unless submitted in writing to the Superintending Officer within seven (7) working days of the event occurring. Those plants so damaged as a result of vandalism shall be replaced immediately and securely protected. Trees shall be well staked with adequate tree guards for the full height of the stem.

#### **4.16 *Firming-up And Tree Stakes.***

- 4.16.1 This shall undertake from time-to time during the period and particularly after heavy rain and/or strong wind. Tree ties shall also be tightened or slacked as necessary according to the tree's growth. Any damaged branches shall be carefully pruned back and the wounds sealed.

#### **4.17 *Erosion And Slippage.***

- 4.17.1 All grass areas on sloping grounds shall be checked after heavy periods of rain for possible erosion or slippage. Any erosion or slippage shall be reported to the Superintending Officer immediately.

#### **4.18 *Drainage***

- 4.18.1 The Contractor shall carry out weekly inspection of all drainage on grass areas, surface water drains and channels for possible blockages and breakages. They shall be regularly cleared and kept free of rubbish and debris.
- 4.18.2 The Contractor shall conduct a visual check of the surface water drainage system in the grass areas during or immediately after heavy rain to locate possible problem areas. All ponding areas shall be rectified by the Contractor when directed by the Superintending Officer.
- 4.18.3 The Contractor shall immediately report to the Superintending Officer on all breakages and blockages of the drainage system.

#### **4.19 *Removal of Litter***

- 4.19.1 The Contractor shall remove all litter off site everyday within five meters from road edge.

#### **4.20 *Soil Testing And Liming***

- 4.20.1 The Contractor shall arrange for soil testing and shall be made once every six months for the purposes of checking the pH and nutrient status of the soil. The testing shall be conducted by a laboratory approved by the Superintending Officer.
- 4.20.2 Any deficiency shall be corrected as directed by the Superintending Officer.
- 4.20.3 Liming shall be carried out to correct for soil acidity produced each year. The recommended rate is 120 g/m<sup>2</sup>. Only finely ground limestone shall be used and shall be spread uniformly.

**4.21 Notice Of Maintenance Works To The Superintending Officer.**

4.21.1 The Contractor shall give two working days' notice to the Superintending officer prior to the following maintenance operations to allow inspections :

- i. application of fertilizer
- ii. pruning
- iii. application of pesticide, insecticide or fungicide
- iv. replacement and/or transplanting of plants, trees, shrubs, groundcovers and turf
- v. other maintenance operations which the Superintending Officer later may deem necessary for him to be notified

4.21.2 Failure to give notice may result in works not certified by Superintending Officer and therefore claims by the Contractor to be rejected.

**4.22 Certification Of Maintenance Works By The S.O**

4.22.1 The Contractor shall record details of each maintenance operations and obtain certification from the Superintending Officer within 2 working days from the day or any such period mutually agreed by the Superintending Officer and the Contractor of the operation for the Superintending Officer's record purposes.

4.22.2 Failure to obtain certification from the Superintending Officer within the stipulated period may render the Contractor's claims for that month to be rejected.

4.22.3 If there is no record of any operations for any particular month, it shall be deemed that no maintenance operations were carried out and as such no claims for respective maintenance works shall be entertained for that month.

**4.23 Liquidated And Ascertained Damages.**

Liquidated and Ascertained Damages of **B\$50.00 per day** shall be imposed if one or more of the following situations are found:

**4.23.1 Grass cutting.**

For everyday the Contractor fails to cut the grass.

**4.23.2 Trimming of edges**

For everyday the Contractor fails to maintain the grass within edges of all side tables, and other grassed areas adjoining roadways, footpaths, kerbs, dividers and concrete paved areas to proper straight lines and curves as the case may be to produce a neat and tidy appearance.

For every day the Contractor fails to cut, or clear grass growing in the cement joints of footpaths and along the edges of the roads adjacent to or directly fronting the side tables, centre medians, circuses etc.

#### **4.23.3 Cutting of grass around trees, shrubs and street furniture, etc.**

For everyday Contractor fails to maintain the grass around trees, shrubs and street furniture.

#### **4.23.4 Cutting of grass on vacant lands.**

For everyday the contractor fails to maintain the grass as specified.

#### **4.23.5 Weeding of grass areas.**

For everyday the contractor fails to maintain the grass weed-free as specified.

#### **4.23.6 Disposed of cut grass, weeds, litter and rubbish etc.**

.For everyday the contractor fails to dispose cut grass, litter and rubbish from site.

#### **4.23.7 Turf Repair.**

For everyday after the seventh day from the date of the Superintending Officer's instruction the contractor fail to commence turf repair works according to specification when instructed by Superintending Officer.

#### **4.23.8 Watering.**

For everyday the trees, scrubs and groundcovers are found to be water deficient.

#### **4.23.9 Pruning And Trimming.**

##### **Trees.**

For everyday the Contractor fails to complete pruning operations to the satisfaction of the Superintending Officer as scheduled in Contractor's own maintenance Programme.

For everyday after the seventh day from the date of the Superintending Officer's special instruction, the Contractor fails to prune trees according to specifications and schedule as instructed by Superintending Officer.

##### **Shrubs and Groundcovers.**

For everyday the Contractor fails to keep the shrubs in trim conditions to the satisfaction of the Superintending Officer.

For everyday the Contractor fails to keep groundcovers are low and within its bounds to the satisfactions of the Superintending Officer.

#### **4.23.10 Weeding**

For everyday unreasonable number of weeds are found on site. The Superintending Officer shall be the sole judge of what number of weeds is deemed unreasonable.

#### **4.23.11 Tilling And Forking**

For everyday the contractor fails to till and fork the soil as scheduled in Contractor's own Maintenance Programmed.

#### **4.23.12 Mulching**

For everyday the contractor fails to apply mulch as scheduled in Contractor's own Maintenance Programmed.

#### **4.23.13 Fertilizer And Feeding**

For everyday the Contractor fails to apply fertilizer as scheduled in Contractor's own maintenance Programmed.

#### **4.23.14 Pest And Disease**

For everyday the Contractor fails to apply or spray pesticide, insecticide or fungicides as instructed by Superintending Officer.

## SCHEDULE OF PRICES

The Contractor shall in his tender price provide everything necessary for the proper execution of the works according to the true intent and meaning of the specifications. This shall include the provision of all labour and materials and the performance of all workmanship together with the provision and use of all tools, plants and equipment, chemicals and supplies necessary for the proper execution of the works as described. Contractors are required to attend site visit/briefing and verify the areas before submitting the Tender.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<i><u>Provision of staffing, equipment and all the necessary chemicals as described for the proper execution of landscape maintenance services to the following areas and other areas upon instruction:-</u></i>				
1.0	MFA building complex at Jalan Subok (outdoor landscape)	36	months		
2.0	MFA building complex at Jalan Subok (indoor landscape)	36	months		
3.0	Bubungan Duabelas at Jalan Residency (outdoor landscape only)	36	months		
<b>Total Carried to Form of Tender</b>					

## APPENDIX 2.1

### SCHEDULE OF EQUIPMENT AND MACHINERY

The recommended minimum quantity of equipment and machinery intended for the Work:

No	Description	Recommended Minimum Quantity (units)
1	Grass cutting machine with plastic blades	4
2	Land mower	1
3	High pressure water jet spray	1
4	Ladders (2.5m)	1
5	Sprayer	2
6	Wheel borrows	4
7	Blower machine	2
8	Pruning tools	6 (sets)
9	Gardening tools	6 (sets)
10	Safety equipment	6 (sets)
11	Water hose	4 (rolls)



## APPENDIX 2.2

### SCHEDULE OF CHEMICALS INTENDED FOR USE IN THE WORK

List down the proposed chemicals intended for the Work:

No	Description	Brand	Manufacturer	Country of Origin
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Note:

The list of should include Insecticide, Fungicide, Weedicide (weed killer) & Fertilizer

## APPENDIX 2.3

### STAFFING

The Contractor shall employ a minimum number of skilled or semi-skilled personnel as enumerated below:

<b>Location</b>		<b>No. of staff</b>
Working Supervisor	-	One (1)
<u>MFA Building Complex</u>		
Gardener	-	Three (3)
<u>Bubungan Duabelas</u>		
Gardener	-	One (1)

## APPENDIX 2.4

### CHECKLIST

DESCRIPTION	FREQUENCY					
	Daily	Weekly	Fornightly	Bi-Monthly	Quarterly	Half Yearly
1. Watering of plants	✓					
2. Sweeping and cleaning of compound road surfaces, pathways, sideways, driveways, kerbs and signage	✓					
3. Keeping drainage clear of obstruction, cleaning, including removal of litter.	✓					
4. Pest and disease control		✓				
5. Pruning and trimming			✓			
6. Weeding and cultivation			✓			
7. Cutting all grass/turfed areas & maintain the growth within 20mm height			✓			
8. Trimming & removing all unwanted growth of all edges of sidetables & foothpath and between all concrete surfaces.			✓			
9. Collecting, clearing and disposing all clippings and rubbish on the same day.			✓			
10. Re-arrangement of plants for internal landscape (MFA only)			✓			
11. Tilling and forking				✓		
12. Mulching				✓		
13. Fertilizer application, scarifying and top dressing					✓	
14. Soil testing and liming						✓

MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	MARK	COMMENTS
1	Watering of plants (outdoor and indoor)									
2	Keeping drainage clear of obstruction, cleaning, including removal of litter.									
3	Sweeping and cleaning of compound road surfaces, pathways, sideways, driveways, kerbs and signage									

PLEASE INDICATE THE MARKS AS FOLLOWS:

**1** – NOT SATISFACTORY      **2** – GOOD      **3** – VERY GOOD      **0** – WORK NOT CARRIED OUT      **N** – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	WK 1	WK 2	WK 3	WK 4	WK 5	MARK	COMMENTS
1	Pest and disease control							

PLEASE INDICATE THE MARKS AS FOLLOWS:

1 – NOT SATISFACTORY

2 – GOOD

3 – VERY GOOD

0 – WORK NOT CARRIED OUT

N – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	WEEK 1	WEEK 3	MARK	COMMENTS
1	Pruning and trimming				
2	Weeding and cultivation				
3	Cutting all grass/turfed areas & maintain the growth within 20mm height				
4	trimming & removing all unwanted growth of all edges of sidetables & foothpath and between all concrete surfaces.				
5	Collecting, clearing and disposing all clippings and rubbish on the same day				
6	Re-arrangement of plants for internal landscape (MFA only)				

PLEASE INDICATE THE MARKS AS FOLLOWS:

1 – NOT SATISFACTORY

2 – GOOD

3 – VERY GOOD

0 – WORK NOT CARRIED OUT

N – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	BI-MONTHLY	MARK	COMMENTS
1	Tilling and forking			
2	Mulching			

PLEASE INDICATE THE MARKS AS FOLLOWS:

1 – NOT SATISFACTORY

2 – GOOD

3 – VERY GOOD

0 – WORK NOT CARRIED OUT

N – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	QUARTERLY	MARK	COMMENTS
1	Fertilizer application, scarifying and top dressing			

PLEASE INDICATE THE MARKS AS FOLLOWS:

1 – NOT SATISFACTORY

2 – GOOD

3 – VERY GOOD

0 – WORK NOT CARRIED OUT

N – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_



MINISTRY OF FOREIGN AFFAIRS

LOCATION  MFA  BUBUNGAN DUABELAS \_\_\_\_\_

MONTH \_\_\_\_\_

ZONE \_\_\_\_\_

OFFICER IN-CHARGE \_\_\_\_\_

NO	DESCRIPTION OF WORK	HALF YEARLY	MARK	COMMENTS
1	Soil testing and liming			

PLEASE INDICATE THE MARKS AS FOLLOWS:

1 – NOT SATISFACTORY

2 – GOOD

3 – VERY GOOD

0 – WORK NOT CARRIED OUT

N – NOT APPLICABLE

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

## **SECTION 3**

# **FORMS TO BE USED**

## SECTION 3 - FORMS TO BE USED

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## 1. DEFINITIONS

1.1 In these Forms to be Used, unless the context otherwise requires, the following terms shall mean:

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

**Tender Closing Date** means the date and time specified under Clause 6.4.2(b) in these Instructions to Tenderers for the submission of the Tender;

**Validity Period** means the time period during which the Government may accept a Tender, as provided in **Clause 7.1 of Section 1 – Instruction to Tenderers**.

**Works** means the landscape maintenance services for Ministry of Foreign Affairs at Jalan Subok and Bubungan Duabelas at Jalan Residency.

## 2. COMPOSITION OF THE TENDER

2.1 Tenderers shall furnish supporting documents, as part of their Tenders, in the format provided in the Schedules as specified below:

2.1.1 **Schedule 1 - Tender Form** is an undertaking by the Tenderers that they have understood all the provisions in the Invitation to Tender and to properly execute the Works in a timely manner;

2.1.2 **Schedule 2 - Information Summary** provides information on Tenderer's profile and previous experience(s) in providing work of similar nature as specified in this Invitation to Tender;

2.1.3 **Schedule 3 - Company's Profile** provides information on the Tenderer's financial standing, certified copy of its Certificate of Incorporation/Registration (as applicable), Form X/Sections 16 and 17 (as applicable) and Registration with the Ministry of Development;

2.1.4 **Schedule 4 - References** provides a list of organisations or government agencies for whom the Tenderer has provided similar services and items as specified in this Invitation To Tender;

2.1.5 **Schedule 5 - Letter of Declaration** is 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;

# SCHEDULE 1

## TENDER FORM

TENDER REFERENCE NO: MFA/ASSET/01/2019

### LANDSCAPE MAINTENANCE SERVICES FOR THE MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS

1. I/We, having visited and examined the site at Ministry of Foreign Affairs at Jalan Subok and Bubungan Duabelas at Jalan Residency hereby tender and offer to carry out the Landscape Maintenance Services in accordance with the requirements as detailed in “Work Specifications” for a **total** cost over the **Three year period** of Brunei Dollars \$:

---

---

(\$ \_\_\_\_\_)

2. I/We have read and understood the “Conditions of Tender” and hereby undertake to comply with the following conditions:
  - (a) to adhere strictly to the Work Specifications as set out in “Work Specifications” in Part III enclosed;
  - (b) to deposit with His Majesty’s Government of Brunei Darussalam a Workmen’s Compensation Insurance Policy;
  - (c) to employ only healthy persons of good character, acceptable by His Majesty’s Government of Brunei Darussalam; and
  - (d) to keep this tender valid for six (6) calendar months from the last date for submission of tenders.
3. I/We undertake to provide a minimum number **One (1) working Supervisor** and **four (4) Gardening staff** as stated in **Appendix 2.3**
4. 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.
5. My/Our Tender Fee Receipt Number \_\_\_\_\_ for \$50.00 dated \_\_\_\_\_ is attached.

6. The undersigned is deemed to be authorised personnel to sign on behalf of the Company.

Signature of Tenderer: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position in Company: \_\_\_\_\_

Company: \_\_\_\_\_

MOD Registration No \_\_\_\_\_  
(Copy of MOD Registration Certificate to be attached)

Class / Category \_\_\_\_\_

(Stamp/Seal of Tenderer)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

## **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 landscape maintenance/gardening works.
  - (d) Manpower proposal for the project which will be on site full time.
  - (e) Other information which is considered relevant.

## SCHEDULE 3

### COMPANY'S PROFILE

Tenderers shall provide information on the company's financial standing and certified copy of its Certificate of Incorporation, Form X or Section 16 & 17 and Certificate of Registration with the Ministry of Development and complete **Table 3**.

Name of Company : \_\_\_\_\_

M.O.D Registration No : \_\_\_\_\_

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

Authorised Capital (B\$) : \_\_\_\_\_ Paid-up Capital (B\$) : \_\_\_\_\_

Banker for the Company's business : \_\_\_\_\_

Table 3 - Shareholders Table

<b>Directors/Shareholders/ Proprietor</b>	<b>Percentage Share</b>	<b>Brunei I/C Number</b>	<b>Immigration Status</b>

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

a) Management :

b) Supervisors :

c) Cleaners :

d) Others:

TOTAL WORKFORCE :                 No .of persons.

We certify that the above information is correct.



## SCHEDULE 4

### REFERENCES

Tenderers shall submit a list of customers in **Table 4** for whom the Tenderers have provided similar services and items as specified in this Tender in the recent 5 years as of the Tender Closing Date.

Table 4 - References of Previous Customers

Customer Name & Address	Customer Type (Gov't or Quasi-Gov't)	Contact Person	Title	Contact Number Fax Number & Email 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 Foreign Affairs shall treat all the information submitted under this Schedule in strict confidence.
- 5.3 The Ministry of Foreign Affairs reserves the right to contact the references for tender assessment purposes.

## SCHEDULE 5

### TENDERER'S DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	<u>MFA/ASSET/01/2019</u>
Tajuk Tawaran <i>Tender Title</i>	
<b>Perkhidmatan Pemeliharaan Lanskap Bagi Kementerian Hal Ehwal Luar Negeri Bagi Tempoh Tiga (3) Tahun</b>	
Kementerian / Jabatan <i>Ministry/Department</i>	<b>Kementerian Hal Ehwal Luar Negeri</b>

Saya/Kami, (Isikan nama setiap pemilik syarikat/pemegang saham di bawah)  
*I/We (Fill in all the proprietor/shareholders' name below)*

Bil. No.	Nama Name	Nombor Kad Pengenalan Brunei/ Passpot Antarabangsa <i>Brunei Identity Card/ International Passport Number</i>	Warna Colour	Tandatangan Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Beralamat/*Address:*

dengan ini  
membuat PENGAKUAN seperti berikut / *make the following DECLARATION:*

1. Saya/Kami yang bernama diatas,

*I/We as the name stated above,  
'adalah pemilik berdaftar sebuah Firma yang bernama  
a registered proprietor of*

, (isikan nama Firma / *fill in the firm's name*)

dengan alamat perniagaan di,  
*with its place of business at*

(atau / or)

<sup>ii</sup>adalah pemegang saham dalam sebuah Syarikat yang bernama  
*a shareholder in a Company,*

,dengan alamat berdaftar di /  
*having its registered address at*

yang telah menghadapkan Tawaran untuk projek yang disebutkan di atas;  
*which has submitted a Tender Proposal in the above mentioned project;*

2. <sup>iii</sup>Saya/Kami **tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain;** (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).  
*I/We do not own any other firm(s)/ Company(ies); (see notes 3 and 4 below and delete where appropriate).*
3. <sup>iv</sup>Saya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran I.**  
*I/We also the proprietor / shareholder in the list of firm(s)/ Company(ies) described at Annex I.*

DAN saya/kami selanjutnya membuat PENGAKUAN bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma)/ Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.

*AND I/We further DECLARE that to the best of my/our knowledge, none of my/our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.*

4. Saya/Kami juga membuat PENGAKUAN selanjutnya:  
*I/We also hereby DECLARE:*
  - a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;  
*that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/ Company(ies) have submitted a Tender Proposal for the above mentioned project ; and*
  - b. bahawa saya/kami tidak berpakat sulit dengan Firma (Firma-Firma)/ Syarikat (Syarikat-Syarikat) atau dengan sesiapa dalam menghadapkan Tawaran untuk projek yang disebutkan di atas.  
*that I/We have not colluded with any other firm(s)/Company(ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project.*

5. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa dibawah Kanun Hukuman Jenayah Bab 182 yang disertakan di LAMPIRAN I.  
*I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 182 of the Penal Code reproduced below in Annex 1.*
6. Saya/Kami juga difahamkan bahawa Firma / Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.  
*I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.*
7. Saya/Kami memberi kuasa kepada \_\_\_\_\_ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri dan sebagai wakil saya/kami untuk mengikatkan saya/kami dan Penender kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan ini.  
*I/We hereby authorize \_\_\_\_\_ to sign this Tenderer's Declaration on my/our behalf and also on behalf of the Tenderer to bind ourselves and the Tenderer to the matters set out in this declaration.*

Pada hari ini \_\_\_\_\_ haribulan \_\_\_\_\_, 2019

*Dated this day \_\_\_\_\_ of \_\_\_\_\_, 2019*

**(Nama dan Tandatangan)**

*(Name and Signature)*

**<sup>v</sup> (Pemilik Syarikat / CEO /Pengarah)**

*(The Owner of Co / CEO / Director)*

**(Cop Syarikat)**

*(Company Stamp)*

<sup>i</sup> Masukkan disini jika orang yang membuat pengakuan adalah pemilik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan.

*Fill in here if an Owner of a Business Name*

<sup>ii</sup> Masukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn Bhd)

*Fill in here if a shareholder in a Company ( Sdn Bhd )*

<sup>iii</sup> Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma- Firma / Syarikat-Syarikat lain.

*If you DO NOT own other firms/Companies, please delete paragraph 3.*

<sup>iv</sup> Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain.

*If you the Owner or Shareholder of other firms/Companies, please delete paragraph 2.*

<sup>v</sup> Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

*Must be signed by the Owner of Co or CEO or Director.*

**LAMPIRAN I**  
**ANNEX I**

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

*Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Firm(s) which I/We the proprietor of:*

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Syarikat (Syarikat-Syarikat Sendirian Berhad) yang saya/kami menjadi pemiliknya seperti berikut:

*Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of:*

No	Nama / Name	Syarikat / Company
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Bab 182 Kanun Hukuman Jenayah (Penggalt 22 Undang-Undang Negara Brunei Darussalam)  
*Sections 182 of the Penal Code (Cap 22 of the Laws of Brunei)*

182. Barang siapa memberi kepada seseorang pegawai awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan pegawai awam tersebut:-

*Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant;-*

- (a) melakukan atau meninggalkan apa-apa perkara yang pegawai awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau  
*to do or omit anything which such public servant ought not do or omit if the true state of facts respecting which such information is given were known by him; or*

- (b) menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.  
*to use the lawful power of such public officer to the injury or annoyance of any person.*

Akan menerima hukuman penjara sehingga 6 bulan atau didenda sebanyak \$4,000.00 atau dengan kedua-duanya.

*shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both.*

*Pengakuan Penender.*

*Tenderer's Declaration*

# **SECTION 4**

**ARTICLES OF AGREEMENT**

**AND**

**CONDITIONS OF CONTRACT**

**CONTRACT**

**Between**

**THE GOVERNMENT OF BRUNEI DARUSSALAM**

Represented by

**The Ministry of Foreign Affairs**

**AND**

For

**LANDSCAPE MAINTENANCE SERVICES FOR  
THE MINISTRY OF FOREIGN AFFAIRS FOR A  
PERIOD OF THREE (3) YEARS**

**SECTION 4 – ARTICLES OF AGREEMENT AND CONDITIONS  
OF CONTRACT**



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**CONTRACT FORM FOR MINOR SERVICES**

**TENDER REFERENCE NO : MFA/ASSET/01/2019**

A **CONTRACT** is made on the **t** \_\_\_\_\_ day of \_\_\_\_\_ 2019 between  
..... of (or whose registered Office is situated at)  
..... hereinafter called the “Contractor” of the one part,

**AND**

**THE GOVERNMENT OF BRUNEI DARUSSALAM**, represented by the  
**MINISTRY OF FOREIGN AFFAIRS, Jalan Subok, Bandar Seri Begawan,**  
**Negara Brunei Darussalam**, hereinafter called the “Government”, of the other part,

hereinafter referred to as “Party” individually or “Parties” collectively.

**FOR**

**LANDSCAPE MAINTENANCE SERVICES FOR THE MINISTRY OF  
FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS** (hereinafter  
referred to as “the Works”).

**WHEREAS:**

- i. The Government has invited tenders for the Works.
- ii. The Contractor has bid for and its Tender for the Project has been accepted by the Government.
- iii. The Parties are now desirous of documenting the terms upon which the Works shall be executed and implemented.

**NOW IT IS HEREBY AGREED AS FOLLOWS :**

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed hereto shall execute the Works described or referred to in the said Scope of Service and Schedule of Prices and/or Specification and Conditions.
2. The Government will pay the Contractors the sum of \_\_\_\_\_ or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions, and hereinafter referred to as the "Contract Sum".
3. The term "Contract" wherever used herein and in full in all documents shall mean the documents forming the tender and acceptance thereof together with the documents referred to herein including the conditions annexed hereto the Bills of Quantities and/or Specification and Drawings and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. The term "Superintending Officer" (or the initials S.O.) wherever used hereinafter and in all contract documents shall mean the **Permanent Secretary, Ministry of Foreign Affairs** and his successors in office for the purpose of this Contract. During the continuance of this Contract, any person acting for the Superintending Officer, or exercising his authority, or any successor in office of such Superintending Officer, shall not disregard or over-rule any decision, approval or direction given to the Contractor, in writing by his predecessor, unless he is satisfied that such action will cause no pecuniary loss to the Contractor or unless such action be ordered as a variation to be adjusted as hereinafter provided.
5. The terms "approved" and "directed" wherever used hereinafter and all contract documents shall mean approved or directed as the case may be in writing by the Superintending Officer.
6. The term "Contractor" wherever used herein and all contract documents shall mean the person or persons, partnership, firm or company whose tender for the Works has been accepted and who has or have signed this Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representative.
7. The term "Works" wherever used herein and in all documents shall mean all or any portion of the work, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract and whether the same may be on the building site or not.
8. Words importing the singular only also include the plural and vice versa where the context requires.
9. All dimensions and measures [shown on the Drawings and] given in the Bills of Quantities and/or Specifications shall be taken to be English Legal Standard measures.

As witness our hands the day and year first above written.

*Signed by the said <sup>1</sup>*

.....  
Contractor's Signature

*Signed by the said <sup>2</sup>*

DEPUTY PERMANENT SECRETARY  
MINISTRY OF FOREIGN AFFAIRS **Head**

.....  
For the behalf of the  
Government

Pad Ha

ji Mohd Nor bin Haji Jaludin

<sup>1</sup> Contractor's name in block capital

<sup>2</sup> Officer's name in block capital

## **CONDITIONS OF CONTRACT**

### **1.0 SUPERINTENDING OFFICER'S REPRESENTATIVE**

The Term "Superintending Officer" (or S.O.) includes anyone authorised in writing by the Superintending Officer to act on his behalf.

### **2.0 S.O.'S INSTRUCTION**

- (a) All S.O.'s instruction involving variation must be confirmed in writing by the S.O.
- (b) If the Contractor fails to act within a reasonable time after he receives the S.O.'s written instruction then the S.O. may employ others to carry out all necessary work and recover all related costs from the Contractor.

### **3.0 CONTRACTOR'S EMPLOYEES**

- 3.1 The Contractor shall provide and employ such skilled or semi-skilled workmen in numbers as enumerated in Appendix 2.3 to ensure the proper and efficient execution of the Works. Such workmen employed shall be in possession of the necessary work permits to allow them to work in Brunei Darussalam.
- 3.2 The Government reserves the right to request the removal of any of the Contractor's workmen from the premises, who in the opinion of the Government has misbehaved himself/herself, or is incompetent or negligent in the proper performance of his/her duties. Any person so removed shall be replaced as soon as practicable by a competent substitute approved by the Government.
- 3.3 The Contractor shall, before the commencement of the Contract, provide the Government with a list of the names of the workmen employed for the Contract.
- 3.4 All the workmen referred to in sub-clause (3.1) above shall be employed exclusively for the execution of the Works in the Ministry of Foreign Affairs and shall not be deployed for any other work(s) within the building or any other buildings.
- 3.5 The Contractor shall ensure that his workmen are neatly and tidily attired at all times. The Supervisor and the gardening staff shall wear appropriate uniforms.

### **4.0 SUB CONTRACTING**

- 4.1 The Contractor shall not assign this Contract or sub-contract all or any portion of the Works in the Contract without the S.O.'s written consent. The consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the Works being sub-contracted with the written consent of the S.O., the Contractor shall be solely and personally responsible for the due observance of all terms, stipulations and conditions in this Contract and followed by such authorised sub-contractors.

## **5.0 HOURS OF WORK**

5.1 0700 Hours to 1700 Hours, Monday to Saturday (except Public Holidays).

The Contractor shall make allowances for any additional works, which may be carried out prior to any major functions.

## **6.0 STAFFING**

6.1 The Contractor must meet the staffing requirement stated in Appendix 2.3. In the event of shortage of workmen including gardening staff, the Contractor shall take immediate steps to provide temporary replacement within the period of one (1) day. Failure to provide such replacement shall result in the imposition of a sum on the Contractor in the scale shown hereunder:

- *Working Supervisor - \$30 per person per day*
- *Gardener - \$20 per person per day*

6.2 All foreign workmen employed must fall within the approved labour quota by the Brunei Darussalam Labour Department in accordance with Brunei Darussalam's Labour laws and regulations.

## **7.0 DAMAGE TO PERSONS AND PROPERTY**

7.1 Injury to persons - The Contractor shall indemnify the Government in respect of any liability, loss, claim or proceedings in common law or by statute, which involve personal injuries to or death of any person whomsoever during or due to the execution of the Works unless due to any act or neglect of the Government or its servants.

7.2 Injury to property - The Contractor shall be liable for and shall indemnify the Government in respect of any liability, loss, claim or proceedings in common law or by statute, or for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the Works to any property real or personal due to any negligence, omission or default of the Contractor, his agents, servants, authorised sub-contractor or to any circumstances within his control.

7.3 Without prejudice to his liability under sub-clauses (6.1) and (6.2) above, the Contractor shall:

- (a) Obtain/purchase any necessary insurance to cover his liability;
- (b) Deposit the approved relevant policy/policies and premium receipts with the S.O.;
- (c) Ensure that any sub-contractors do the same as in paragraphs (a) and (b) above; and

any failure to do so will be understood to mean that the Contractor agrees that the Government may take out or renew any such relevant insurance and deduct the premiums paid from the Contractor's payments.

## **8.0 WORKMEN'S COMPENSATION**

- 8.1 Before starting any work under this Contract, the Contractor must take out a Workmen's Compensation insurance policy from an insurance company approved by the S.O. The policy or policies shall provide for compensation for any liabilities and all incidental and consequential costs and expenses to the Contractor and the Government including all its servants due to any legal actions by any workman employed by the Contractor and any sub-contractor in carrying out this contract.
- 8.2 The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at his own expense with an insurance company to be approved by the S.O. in writing a policy or policies of insurance indemnifying the Contractor and the Government including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Enactment, 1957, or any other law amending or replacing such Enactment, and from all costs and expenses incidental or consequential thereto.
- 8.3 The said policy or policies so taken out shall be deposited with the S.O. and the Contractor shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the Contractor shall produce to the S.O. the last receipt for payment of such premiums.
- 8.4 If any default is made by the Contractor in complying with the terms of this clause the S.O. may without prejudice to any other remedy available to the Government for breach of any terms of this Contract:
- (i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such moneys so withheld satisfy any claim for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance; and/or
  - (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any moneys due to or to become due to the Contractor.
- 8.5 Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of the Government to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by the Government under the said Ordinance or other law.

## **9.0 SAFETY ARRANGEMENTS**

- 9.1 The Contractor shall at all times observe and comply with all prevailing laws and regulations/guidelines relating to safety and shall bear all costs connected with the compliance of the same.
- 9.2 The Contractor shall be responsible for taking all safety precautions to eliminate danger to his workmen, the general public and property of others.

- 9.3 Proper warning signboards and barriers are to be erected and maintained during the progress of work which may endanger the safety of the staff working there or others. The warning signboards and barriers shall be sufficiently large to attract attention and shall include words such as “**DANGER**”, “**KEEP OUT**”, “**FALLING TREE**”, “**WORK IN PROGRESS**”, etc., as appropriate.

## **10.0 WATER AND ELECTRICITY**

- 10.1 The Contractor shall use all water and electricity required for the Works free of charge. The Contractor shall exercise every effort to prevent the abuse of this privilege and to economise the use of water and electricity and to ensure that the workmen strictly comply with all rules and regulations applicable to such use.
- 10.2 The Contractor shall ensure that the workmen will switch off all lights and turn off all taps as soon as their work is completed.
- 10.3 Proper connections must be made to power points in accordance with prevailing rules and safety precautions. The Contractor will be made liable for damages to the Government’s electrical circuits and installations.

## **11.0 IRREGULARITIES COMMITTED**

- 11.1 Should the Contractor be found to have committed any irregularities such as omitting gardening materials, using inferior materials and poor workmanship or creating nuisance in the building to inconvenience the Government or the public or other similar acts which are likely to bring disrepute, the Government reserves the right to charge the Contractor a sum not exceeding B\$2,000.00 per occasion for compensation to the Government for the inconvenience cause and for investigation and administrative expenses incurred by the Government. Thereafter, the irregular work shall be made good to the satisfaction of the Government at the Contractor’s expense.

## **12.0 CHECKLIST**

- 12.1 Checklist forms shall be used to record both the daily and periodic gardening works to ensure that all relevant Works have been performed satisfactorily or otherwise and to assess the quality of work.
- 12.2 The Contractor’s Supervisor shall ensure that these checklist forms are duly completed and signed by the Officer In-charge after the gardening works have been completed. These checklist forms shall be submitted at the end of the day of each working week.
- 12.3 The checklist forms shall be used as a basis of valuation of progress payments and variations. If it is found that the workmanship and the quality of work does not meet the Government’s requirements, the contract amount shall be deducted proportionally in accordance with the forms received.

## **13.0 RUBBISH DISPOSAL**

- 13.1 All rubbish shall be collected and deposited in polythene bags or any other similar approved containers and brought at the end of each day to the bin centre for collection.



#### **14.0 STORE**

14.1 Arrangements shall be made for the Contractor to be provided with an area for the storage of equipment and materials for use in the Works.

#### **15.0 COMMENCEMENT AND DURATION OF CONTRACT**

15.1 This Contract shall come into force on \_\_\_\_\_ 2019 (hereinafter referred to as “the Effective Date”), and shall remain in force thereafter for a period of three (3) years expiring on \_\_\_\_\_ 2022 unless or until earlier terminated pursuant to Clause 15, or extended pursuant to Clause 14.

#### **16.0 EXTENSION OF CONTRACT**

16.1 This Contract may, on the expiry of the period stipulated above, be extended for such duration thereafter at the Government’s option and on the same or such revised terms as may be mutually agreed between the Parties in writing.

#### **17.0 DETERMINATION OF CONTRACT**

17.1 If the Contractor

- i) wholly or partly suspends the Works without reasonable cause; or,
- ii) continually providing inadequate number of workmen on site; or,
- iii) refuses or persistently neglects after a written notice from the S.O. to remove defective work or improper materials,

for fourteen (14) days after a final notice sent by registered post to the Contractor from the S.O., the S.O. may then determine this Contract by notice sent by registered post.

17.2 If the Contractor

- i) commits an act of bankruptcy; or,
- ii) becomes insolvent or compounds with; or,
- iii) makes any assignments for the benefit of his creditors; or,
- iv) assigns or subcontract the Contract or any portion of the Works without the S.O.'s written consent.

The S.O. may determine this Contract by a notice sent by registered post.

17.3 In either (i) or (ii) above, the S.O. may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

#### **18.0 OTHER CONTRACTORS**

18.1 The Contractor shall allow and cooperate with others, who are appointed by the Government, to carry out other Works in the same vicinity/area.

## **19.0 VALIDITY OF CONTRACT**

- 19.1 This Contract is valid when the Tender is accepted and the Letter of Award is issued and signed by an officer authorised to do so on behalf of the Government.
- 19.2 The term of this Contract shall be three (3) years, unless sooner terminated as provided in Clause 13.0.

## **20.0 PAYMENTS**

- 20.1 The S.O. shall certify payments for Works done satisfactorily.
- 20.2 No final payment certificate shall be paid on completion of the Contract until the Contractor has satisfied the S.O. by submitting:

- (a) a statutory declaration made by or on behalf of the Contractor; and
- (b) a certificate signed by or on behalf of the Commissioner of Labour

stating that all the workmen employed by the Contractor and his sub-contractors on the Works, have received all wages due to them and that all dues under any relevant Labour laws or regulations have been paid.

- 20.3 This Contract is valid when the Tender is accepted and the Letter of Award is issued and signed by an officer authorised to do so on behalf of the Government.

## **21.0 GIFTS, INDUCEMENTS AND REWARDS**

- 21.1 Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, 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 Contract with Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with Government the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the relevant laws and regulations of Brunei Darussalam or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the relevant laws and regulations of Brunei Darussalam.

## **22.0 ARBITRATION**

Provided always that in case of any dispute or difference, except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Contractor in and for the purpose of this Contract, that may arise between the Government or the Superintending Officer on its behalf and the Contractor, either during the progress or after completion of the Works or after the determination,

abandonment, or breach of the Contract, as to the construction of the contract or as to any matter or thing arising thereunder, or as to the withholding by the Superintending Officer of any certificate to which the Contractor may claim to be entitled, then the Superintending Officer shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the Parties unless the Contractor within 14 days of the receipt thereof by written notice to the Superintending Officer disputes the same in which case or in case the Superintending Officer for 14 days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Superintending Officer and the Contractor or, in the event of his death or unwillingness or inability to act, or if the Superintending Officer and Contractor fail to agree, of an arbitrator nominated by the Ministry of Foreign Affairs, Brunei Darussalam. The Arbitrator shall determine the dispute submitted in accordance with the laws of Brunei Darussalam, and the award of such Arbitrator shall be final and binding on the Parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer and the Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of any Arbitration Ordinance for the time being in the State.

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