



MINISTRY OF FOREIGN AFFAIRS

PERKHIDMATAN PEMBERSIHAN BANGUNAN KEMENTERIAN HAL EHWAL LUAR NEGERI

TENDER REF: MFA/ASSET/01/2021

**M.O.D REGISTERED CONTRACTORS
CATEGORY S02**

Prepared by

ASSET MANAGEMENT SECTION
MINISTRY OF FOREIGN AFFAIRS

**MINISTRY OF FOREIGN AFFAIRS
BRUNEI DARUSSALAM**

**PERKHIDMATAN PEMBERSIHAN BANGUNAN KEMENTERIAN HAL EHWAL
LUAR NEGERI BAGI TEMPOH TIGA (3) TAHUN.**

BUILDINGS CLEANING SERVICES FOR THE MINISTRY OF FOREIGN AFFAIRS
FOR A PERIOD OF THREE (3) YEARS

GENERAL INDEX

<u>DESCRIPTION</u>	<u>PAGE</u>
SECTION 1: INSTRUCTION TO TENDERERS	1 - 10
SECTION 2: SPECIFICATIONS	1 - 3
SECTION 3: FORMS TO BE USED	1 – 11
SECTION 4: ARTICLES OF AGREEMENT & CONDITIONS OF CONTRACT	1 - 3 1 – 6

INVITATION TO TENDER

TENDER REFERENCE NO: MFA/ASSET/01/2021

INVITATION TO TENDER FOR BUILDINGS CLEANING 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: **30 November 2021**

1. **THE GOVERNMENT OF BRUNEI DARUSSALAM**, represented by the Ministry of Foreign Affairs invites Tenders for the **Building Cleaning 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 Tuesday **(4th January 2022)**.
-

SECTION 1

INSTRUCTION TO TENDERERS

SECTION 1 – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	DEFINITIONS AND INTERPRETATION.....	1
3.	ELIGIBILITY	2
4.	CONFIDENTIALITY.....	2
5.	SITE VISIT	2
6.	TENDER FEE.....	3
7.	SUBMISSION OF TENDER	3
8.	VALIDITY PERIOD OF TENDER	4
9.	AMENDMENT OR ADDITION TO THE INVITATION TO TENDER.....	5
10.	WITHDRAWAL OF TENDER.....	5
11.	TENDER PRICE.....	5
12.	SUFFICIENCY OF TENDER PRICE.....	5
13.	REQUEST FOR CLARIFICATION BY TENDERERS.....	6
14.	OWNERSHIP OF TENDER DOCUMENTS	6
15.	TENDER CLOSING DATE.....	6
16.	TENDERERS TO INFORM THEMSELVES.....	6
17.	SUB-CONTRACTORS	7
18.	ERRORS IN TENDERS	7
19.	REQUEST FOR CLARIFICATION BY THE GOVERNMENT.....	8
20.	CONDUCT OF TENDERER.....	8
21.	EXPENSE OF TENDERER.....	8
23.	EVALUATION OF TENDER	9
24.	NON-COMPLIANT TENDERS.....	10
25.	ACCEPTENCE OF TENDER.....	10
26.	FORM OF CONTRACT	10
	INVITATION TO TENDER ACKNOWLEDGEMENT FORM	APPENDIX 1.1
	CLARIFICATION NOTICE FORM	APPENDIX 1.2

1. INTRODUCTION

- 1.1 Tenderers are invited to submit for the BUILDING CLEANING 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.

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

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;

Superintending Officer (or the initials S.O) wherever used hereinafter and in all contract documents shall mean the Permanent Secretary/Deputy Permanent Secretary, Ministry of Foreign Affairs and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of this Contract;

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;

- 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 SO2**).
- 3.3 Tenderers are required to submit their Company's Certificate of Incorporation or Firm's Certificate of Registration, as applicable, with their Tender in accordance with Clause 7.3.

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 2). 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 A maximum of 2 persons may attend the site visit on behalf of the Tenderer. 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
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/01/2021”;
- (b) and the following words, which includes the closing date and time of the Tender:
DO NOT OPEN BEFORE 2.00 p.m, on Tuesday 4th January 2022”
- 7.4.3 shall bear the following description of the project, namely:
- " PERKHIDMATAN PEMBERSIHAN BANGUNAN
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
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/01/2021

PERKHIDMATAN PEMBERSIHAN BANGUNAN 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 _____ 2021

Signature of authorised officer of Tenderer

Tenderer Official Stamp

Name: _____

Designation: _____

FOR OFFICE USE

Amount Paid: _____

Date of receipt: _____

Receipt No: _____

Officer: _____

SECTION 2
SPECIFICATIONS

SECTION 2 – SPECIFICATIONS

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS	1
2. INTRODUCTION.....	1
2.1 Services Sought.....	1
2.2 Scope of the Works.....	1
3 EQUIPMENT AND MATERIALS.....	1
SCHEDULE OF PRICES	3
SCOPE OF SERVICES TO BE PROVIDED BY TENDERER	<u>APPENDIX 2.1</u>
SCHEDULE OF EQUIPMENT AND MACHINERY	<u>APPENDIX 2.2</u>
SCHEDULE OF CHEMICALS	<u>APPENDIX 2.3</u>
STAFFING	<u>APPENDIX 2.4</u>
SCHEDULE OF TOILETS	<u>APPENDIX 2.5</u>
CHECKLIST	<u>APPENDIX 2.6</u>
CHECKLIST FORMS	
○ FORM A – DAILY (i)	
○ FORM B – DAILY (ii)	
○ FORM C - WEEKLY	
○ FORM D - FORTNIGHTLY	
○ FORM E - QUARTERLY	

1. DEFINITIONS AND INTERPRETATIONS

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

Government means the Ministry of Foreign Affairs (MFA);

Site means the Ministry of Foreign Affairs at Jalan Subok, BSB / International Convention Centre Berakas (Relocation Site);

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

Works means the building cleaning services for the Ministry of Foreign Affairs.

2. INTRODUCTION

2.1 Services Sought

2.1.1 Tenders are invited for building cleaning services for the Ministry of Foreign Affairs (All areas **excluding offices**) for a period of **Three (3) years**. The Tenderer shall for the consideration of the prices tendered providing building services to the following buildings at Ministry of Foreign Affairs, Jalan Subok according to the Scope of Services in **Appendix 2.1**.

MFA HQ -

- i Main Office Building
- ii Annex Building
- iii Guard House

MFA ICC (Relocation Site) –

- i Ground Floor
- ii First Floor

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 Government 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 Government 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 Government. The successful Tenderer may be required to suspend carrying out the Works for

certain areas of the Site upon instruction by Superintending Officer. Such suspension will depend on the time and the day on which the Works is being carried out.

2.2 SCOPE OF THE WORKS

- 2.2.1 The scope of the Works includes general cleaning as outlined in the following:
- a) Ceramic and flooring of common areas shall be cleaned, sealed and polished.
 - b) The Contractor shall instruct his cleaning staff to exercise every care when dismantling and re-fixing all fittings, signs, portraits, or paintings, etc., as the cost of repairs or replacement of any such item damaged or broken as a result of careless handling or negligence on his part or that of his employees shall be charged to him.
 - c) All items of cleaning products shall be diluted or mixed in accordance with the manufacturer's instructions.
 - d) All scrubbing shall be done with an approved heavy duty scrubbing machine.
 - e) Burnishing of floors shall be done with an approved high-speed burnishing machine.
 - f) The Contractor shall empty all waste paper bins whenever they are full and at least twice a day. The Contractor shall provide suitable refuse containers for the collection of refuse, and these containers shall be transported about the building on suitable trolleys mounted on rubber castors. Trolleys shall be provided by the Contractor. The container shall not be dragged along the floors.
 - g) The Contractor shall transport all refuse collected from waste receptacles, in neatly tied black trash bin liners, to the refuse centre for subsequent disposal.
 - h) Regular cleaning of toilets to maintain a continuous high standard of cleanliness
 - i) Constant checking of toilets to ensure depleted toiletries are always replenished.

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, including but not limited to, floor-burnishing machines, floor buffing machines, wet dry vacuum cleaners, suction machines and high power jet pressure. The Contractor MUST be in possession of ladders to carry out cleaning of elevated windows and fixed glass panels. All materials and equipment shall be of industrial or commercial type and are to be approved by the Government prior to their use. All electrical equipment shall be kept in safe operating condition without frayed cords, broken safety plugs, etc
- 3.2 The Contractor shall be required to state proposed equipment which he intends to use for the Works (**Appendix 2.2**).
- 3.3 The Contractor shall also provide the following but not limited to, polythene bags for collection of refuse, mops, rusers, methylated spirit, cloths, dusters, scouring powder, toilet cleaners, mirror cleaners, floor polish, waxes, floor sealers, detergent, disinfectants, deodorant, toilet papers, room freshner, hand soaps, cleaners, shampoos and sanitizing liquid as approved by the Government. Companies proposing the use of environmentally friendly "green" cleaning products are preferred and their use is encouraged by the Government.

- 3.3 The Contractor shall be required to state detail of products which he intends to use (**Appendix 2.3**).
- 3.4 The Government shall have the absolute discretion to determine the adequate quantity for toilet requisites.

4 CLEANING STANDARDS AND WORKMANSHIP

- 4.1 It is the intent of these specifications for the Contractor to provide a high level of service in building cleaning. The following statements indicate the general standards and workmanship to be furnished under this contract:
 - 4.1.1 A satisfactory and acceptable floor or carpet will not have dust, streaks, marks or dirt in corners behind doors or under furniture. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors clean.
 - 4.1.2 Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears and dried dirt. The use of dirty water or evidence of same will not be acceptable. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs shall be placed advising of wet or slippery floor conditions.
 - 4.1.3 Satisfactory and acceptable waxing and polishing will be accomplished through the use of a thin coat of evenly layered wax. Floors will be bright and clean under furniture as well as in travelled areas. Wax or polish will not be allowed to dry on wall bases, furniture legs, equipment, etc.
 - 4.1.4 A satisfactory and acceptable glass, mirror or vitreous surface will be free from streaks, smears, and spots.
 - 4.1.5 All storage areas and janitorial closets shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.

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. All measurement stated herein are meant to be rough guidance only. Contractors are required to attend site visit/briefing and verify the areas before submitting the Tender

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<i>Provision of staffing, equipment and all the necessary cleaning chemicals including provision of toilet supplies and accessories as described for the proper execution of building cleaning services to the following areas and other areas upon instruction:-</i>				
1.0	Main Building (approx area: <u>1605 m²</u>)	36	months	Xxxxxxx	Xxxxxxxxxxx
2.0	Annex Building (approx area: <u>1288 m²</u>)	36	months	Xxxxxxx	Xxxxxxxxxxx
3.0	Guard House (approx area: <u>25 m²</u>)	36	months	Xxxxxxx	Xxx xxxx
Total Carried to Form of Tender					xxxxxxxxxxx

APPENDIX 2.0

SCOPE OF SERVICES TO BE PROVIDED BY TENDERER

Floor – Tiled

- (a) The floor shall be swept at least once every 2 hours with dry mop broom.
- (b) The floor shall be wet-mopped daily.
- (c) The floor of Main Entrance and Lobby/Foyer, Corridors, Reception and Waiting Areas shall be burnished daily.
- (d) General cleaning, scrubbing, sealing and polishing shall be carried out monthly.

Toilets

- (a) The toilets shall be wet-mopped and disinfected daily.
- (b) Hand basins, counters toilet bowls and urinals shall be cleaned/washed and scrubbed daily to remove stains.
- (c) All fixtures and mirrors shall be damp-wiped daily.
- (d) Spot cleaning shall be carried out hourly.
- (e) Waste receptacles shall be emptied twice daily.
- (f) General cleaning at every fortnight - Scrubbing of floor; wash-down and scrub walls and clean windows; and scrubbing of sanitary fixtures and fittings.
- (g) Toilet supplies including toilet rolls/tissues, hand paper towel/tissues, liquid hand soaps, room fresheners, scented urinal tablets, etc., shall be continuously supplied / replenished. Sufficient supplies need to be stocked to avoid supply disruptions.

Windows and Doors

- (a) Dusting of windows and ledges shall be carried out daily.
- (b) Spot cleaning of glass panels of windows and doors and fixed glass panels including frames at every floor shall be carried out daily with window cleaning kit.

Walls and Ceiling, Light Fittings and Air-conditioners

- (a) Spot cleaning/dusting and removal of cobwebs and insects debris in all areas with long handle duster and cleaning of air-conditioner grilles and return air grilles shall be carried out weekly.

Staircases & Landings

- (a) Sweeping and mopping shall be carried out daily.
- (b) Burnishing shall be carried out weekly.
- (c) Scrubbing/stripping, sealing and polishing shall be carried out quarterly
- (d) Handrails shall be damp-wiped daily.

Main Entrance Foyer

- (a) Sweeping and mopping of the drive-in porch/porte cochere, entrance foyer at front and rear and covered area shall be carried out daily.
- (b) General cleaning to be carried out monthly.

Reception Lobby

- (a) Sweeping and mopping of the reception area shall be carried out daily.
- (b) Polishing of the marble floor at reception lobby shall be carried out weekly.
- (c) Scrubbing/stripping, sealing and crystallization of the marble floor shall be carried out quarterly
- (d) General cleaning to be carried out monthly.

General

- (a) Furniture and reception counters, tables, surfaces of walls, columns shall be damped wiped daily,
- (b) Daily spot cleaning of fire extinguishers and fire hose reel cabinets.
- (c) Hand rails and security grilles shall be cleaned daily.
- (d) Daily watering of indoor plants.

Compound

- (a) Apron, driveway, and open drains shall be swept daily.

Covered Car Park

- (a) The covered car park shall be swept daily.

APPENDIX 2.1

SCHEDULE OF TOILET SUPPLIES

The check list of toilet supplies to be included in the Work but should not be limited to the following:

No	Description	Please tick [✓] the box if included in Tender pricing
1	Toilet rolls / tissues	<input type="checkbox"/>
2	Hand paper towel (including C/V-Fold / Multifold paper towel dispensers)	<input type="checkbox"/>
3	Liquid hand soap (including dispensers)	<input type="checkbox"/>
4	Automatic Air fresheners / Aerosol sprays (including dispensers & batteries)	<input type="checkbox"/>
5	Scented urinal tablets	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>

Note: Tenderers MUST submit brochures/catalogue and other details of the products intended to be used.

APPENDIX 2.2

SCHEDULE OF EQUIPMENT AND MACHINERY

The Check list of proposed equipment and machinery to be utilised for the work but should not be limited to the following:

No	Description	Please tick [✓] the box if included in Tender pricing
1	Janitor Cart	<input type="checkbox"/>
2	Dry mop	<input type="checkbox"/>
3	Mop squeeze bucket with wet mop	<input type="checkbox"/>
4	Wet and dry vacuum cleaner	<input type="checkbox"/>
5	Polishing / Floor machine	<input type="checkbox"/>
6	Buffing machine	<input type="checkbox"/>
7	Burnishing machine	<input type="checkbox"/>
8	Air mover / carpet fan	<input type="checkbox"/>
9	Water jet spray	<input type="checkbox"/>
10	Water hose	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>

Note: Tenderers MUST submit brochures/catalogue and other details of the products intended to be used.

APPENDIX 2.3

SCHEDULE OF CHEMICALS INTENDED FOR USE IN THE WORK

The Check list of proposed chemicals to be used in the work but should not be limited to the following:

No	Description	Please tick [✓] the box if included in Tender pricing
1	Disinfectant	<input type="checkbox"/>
2	Glass cleaner	<input type="checkbox"/>
3	Floor cleaner	<input type="checkbox"/>
4	Toilet Chemicals	<input type="checkbox"/>
5	Odour control liquid	<input type="checkbox"/>
6	Waxes	<input type="checkbox"/>
7	Marble restoration chemicals	<input type="checkbox"/>
8	Marble polishing cream	<input type="checkbox"/>
9	Other chemicals: _____	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>
X	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<input type="checkbox"/>

Note:

- Contractors proposing the use of environmentally friendly “green” cleaning products are preferred and their use is encouraged by the Government
- Tenderers MUST submit brochures/catalogue and other details of the products intended to be used.

APPENDIX 2.4

STAFFING

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

Location		No. of staff
Working Supervisor	-	One (1)
<u>Main Building & Guard House</u>		
Cleaner	-	Four (4)
<u>Annex Building</u>		
Cleaner	-	Three (3)

APPENDIX 2.5

SCHEDULE OF TOILETS

I. Main Building

	LOCATION	TOILETS	W.C'S	URINALS
1	Ground Floor	4	10	4
2	First Floor	2	5	2
3	Second Floor	2	5	2
4	Third Floor	2	5	2
4	Fourth Floor	4	10	4
	<i>Sub Total</i>	<i>14</i>	<i>35</i>	<i>14</i>

II. Annex Building

	LOCATION	TOILETS	W.C'S	URINALS
1	Ground Floor	2	6	1
2	First Floor	2	6	1
3	Second Floor	2	6	1
4	Third Floor	2	6	1
	<i>Sub Total</i>	<i>8</i>	<i>24</i>	<i>4</i>

III. Guard House

	LOCATION	TOILETS	W.C'S	URINALS
2	Guard House	1	1	-
	<i>Sub Total</i>	<i>1</i>	<i>1</i>	<i>-</i>

	LOCATION	TOILETS	W.C'S	URINALS
I	Main Building	<i>14</i>	<i>35</i>	<i>14</i>
II	Annex Building	<i>8</i>	<i>24</i>	<i>4</i>
III	Guard House	<i>1</i>	<i>1</i>	<i>-</i>
	<i>Grand Total</i>	<i>23</i>	<i>60</i>	<i>18</i>

APPENDIX 2.6

CHECKLIST

DESCRIPTION	FREQUENCY				
	Daily	Weekly	Fornightly	Monthly	Quarterly
1. Sweeping of the floor with dry mop broom Menyapu lantai dengan mop kering.	✓				
2. Cleaning the floor with wet-mop Membersihkan lantai dengan mop basah.	✓				
3. Cleaning the toilets with wet-mop Membersihkan tandas-tandas dengan mop basah	✓				
4. Cleaning, washing and scrubbing of hand basins, counters, toilet bowls Membersihkan, mencuci dan menyental (menggasa) mangkuk membasuh tangan, kaunter membasuh tangan dan mangkuk tandas.	✓				
5. Damp-wiping all fixtures and mirrors Mencuci peralatan-peralatan dan cermin-cermin dengan kain lembap.	✓				
6. Collection and removal of rubbish from waste receptacles & provision of bin liners Mengutip dan membuang sampah-sampah daripada tong-tong sampah.	✓				
7. Emptying exterior waste receptacles to the garbage collection point Mengosongkan tong-tong sampah di luar bangunan dan membuang sampah-sampah ke tempat pembuangan sampah.	✓				

MINISTRY OF FOREIGN AFFAIRS

8. Dusting of windows and ledges Membuang habuk-habuk daripada jendela-jendela dan bingkai-bingkai tingkap.	✓				
9. Spot cleaning of glass panels of windows and doors and fixed glass panels including frames Mencuci cermin-cermin tingkap dan pintu dan panel cermin termasuk bingkai cermin	✓				
10. Sweeping and mopping of staircases Menyapu dan megelap (mop) kawasan-kawasan tangga.	✓				
11. Sweeping and mopping of the drive-in porch/porte cochere, entrance foyer at front and rear and carpark/covered area Menyapu dan mengelap (mop) di luar pintu-pintu bangunan hadapan, belakang dan sisi dan juga di tempat letak kereta.	✓				
12. Damp wiping and disinfect all furniture and information/reception counters, tables, surfaces of walls & columns Mencuci dengan kain lembap dan menyembur pembasmi kuman kepada perabot-perabot, kaunter penyambut tetamu, meja-meja, dinding dan ruangan.	✓				
13. Spot cleaning of fire extinguishers and fire hose reel cabinets Mencuci tempat penarohan pemadam api dan hos.	✓				
14. Sweeping of apron, driveway, and open drains Menyapu kawasan hadapan pintu utama, jalan-jalan masuk dan membersihkan longkang-longkang.	✓				
15. Watering of indoor plants / cleaning all artificial plants Menyirami tanaman dalam bangunan dan membersihkan bunga-bunga tiruan.	✓				

MINISTRY OF FOREIGN AFFAIRS

DESCRIPTION	FREQUENCY				
	Daily	Weekly	Fornightly	Monthly	Quarterly
16. Spot cleaning/dusting and removal of cobwebs and insect debris from walls, columns and ceiling; light fittings; and air-conditioners grille. Mencuci / melap dan membuang sarang-sarang binatang seperti sarang labah-labah daripada dinding, ruangan, siling, lampu dan penghawa dingin.		✓			
17. Spot clean interior of elevators. Membersihkan kawasan dalaman lift.		✓			
18. Replenishing of toilet supplies including toilet paper, paper towel, etc Pengisian tisu-tisu tandas, tisu tangan dan sebagainya.		✓			
19. Burnishing of the floor at staircases and landings Mengkilapkan lantai di tangga-tangga dan kawasannya.		✓			
20. Polishing of marble floors. Mengkilapkan lantai-lantai marble.		✓			
21. Sweeping exterior walks, steps and landings at entrances & covered walkways Menyapu kawasan laluan pejalan kaki, anak-anak tangga dan kawasan keluar masuk bangunan.		✓			
22. General cleaning of toilets – scrubbing of floor; wash-down and scrub walls and clean windows; and scrubbing of fixtures and fittings. Membersih kawasan tandas-tandas – menyental (menggasa) lantai tandas, menyiram tandas dan menyental (menggasa) dinding dan mencuci jendela / cermin dan peralatan-peralatan tandas.			✓		
23. Replenishing of toilet room freshners and liquid hand soaps, Mengisikan bilik-bilik tandas dengan haruman dan sabun-sabun.				✓	

MINISTRY OF FOREIGN AFFAIRS

<p>24. General cleaning of all internal glass panels and frames. Membersihkan cermin-cermin dan bingkai-bingkai.</p>				✓	
<p>25. Scrubbing/stripping, sealing and polishing of floor tiles and staircases and landings. Melucutkan kotoran, mengilapkan dan mengilapkan lantai-lantai, tangga-tangga dan kawasan keluar masuk bangunan.</p>					✓
<p>26. Scrubbing/stripping, sealing and polishing of the marble floor Melucutkan kotoran, mengilapkan lanta-lantai marble.</p>					✓

MINISTRY OF FOREIGN AFFAIRS

LOCATION _____

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	Sweeping of the floor with dry mop broom									
2	Cleaning the floor with wet-mop									
3	Cleaning the toilets with wet-mop.									
4	Cleaning, washing and scrubbing of hand basins, counters, toilet bowls									
5	Damp-wiping all fixtures and mirrors									
6	Removing waste from waste receptacles & providing liners									
7	Dusting of windows and ledges									
8	Spot cleaning of glass panels of windows and doors and fixed glass panels including frames									

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 _____

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
9	Sweeping and mopping of staircases									
10	Sweeping and mopping of the drive-in porch/porte cochere, entrance foyer at front and rear and carpark/covered area									
11	Damp wiping all furniture and information/reception counters, tables, surfaces of walls & columns									
12	Spot cleaning of fire extinguishers and fire hose reel cabinets									
13	Sweeping of apron, driveway, and open drains									
14	Watering of indoor plants / cleaning all artificial plants									

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 _____

MONTH _____

ZONE _____

OFFICER IN-CHARGE _____

NO	DESCRIPTION OF WORK	WK 1	WK 2	WK 3	WK 4	WK 5	MARK	COMMENTS
1	Spot cleaning/dusting and removal of cobwebs and insect debris from walls, columns and ceiling; light fittings; and air-conditioners fan unit							
2	Replenishing of toilet supplies including toilet papers, C-fold paper tissue, hand soap, room freshener, scented urinal tablets, etc							
3	Burnishing of the floor at staircases and landings							
4	Polishing of marble floors.							

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 _____

MONTH _____

ZONE _____

OFFICER IN-CHARGE _____

NO	<i>DESCRIPTION OF WORK</i>	WEEK 1	WEEK 3	MARK	COMMENTS
1	General cleaning of toilets – scrubbing of floor; wash-down and scrub walls and clean windows; and scrubbing of fixtures and fittings.				

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 _____

MONTH _____

ZONE _____

OFFICER IN-CHARGE _____

NO	<i>DESCRIPTION OF WORK</i>	MONTH	MARK	COMMENTS
1	Replenishing of toilet room freshners and hand soaps.			
2	General cleaning of all internal glass panels and frames.			

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 _____

MONTH _____

ZONE _____

OFFICER IN-CHARGE _____

NO	<i>DESCRIPTION OF WORK</i>	Quarterly	MARK	COMMENTS
1	Scrubbing/stripping, sealing and polishing of floor tiles and staircases and landings.			
2	Scrubbing/stripping, sealing and crystallization of the marble floor			

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

TABLE OF CONTENTS

1. DEFINITIONS.....	1
2. COMPOSITION OF THE TENDER.....	1
SCHEDULE 1 – TENDER FORM.....	2
SCHEDULE 2 – INFORMATION SUMMARY.....	4
SCHEDULE 3 – COMPANY’S PROFILE.....	5
SCHEDULE 4 - REFERENCES.....	6
SCHEDULE 5 – LETTER OF DECLARATION.....	7

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 general cleaning as stated in **2.2 Specifications**.

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/01/2021

**PERKHIDMATAN PEMBERSIHAN BANGUNAN
KEMENTERIAN HAL EHWAL LUAR NEGERI
BAGI TEMPOH TIGA (3) TAHUN**

**BUILDING CLEANING SERVICES FOR THE MINISTRY OF FOREIGN AFFAIRS FOR A
PERIOD OF THREE (3) YEARS**

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

(\$ XXXXXXXXXXXXXXXXXX)

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 **seven (7) cleaning staff** as stated in **Appendix 2.4**
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 XXXXXXXXXXXX for \$50.00 dated XXXXXXXXXXXX is attached.

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 Building cleaning 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 : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

M.O.D Registration No : XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

Banker for the Company's business : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Table 3 - Shareholders Table

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

Current workforce (No.of persons) in Brunei :- a) Management : <u>XXXXXXXXXXXXXXXXXXXX</u> b) Supervisors : <u>XXXXXXXXXXXXXXXXXXXX</u> c) Cleaners : <u>XXXXXXXXXXXXXXXXXXXX</u> d) Others: <u>XXXXXXXXXXXXXXXXXXXX</u> TOTAL WORKFORCE : <u>XXXXXXXXXXXX</u> 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
XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX

*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 Government shall treat all the information submitted under this Schedule in strict confidence.
- 5.3 The Government reserves the right to contact the references for tender assessment purposes.

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 XXXXXXXXXXXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXXXXXXXXXXX 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 XXXXXXXXXXXXX haribulan XXXXXXXXXXX, 2021

Dated this day XXXXXXXXXXX of XXXXXXXXXXX, 2021

XXXXXXXXXXXXXXXXXXXX

(Nama dan Tandatangan)

(Name and Signature)

^v (Pemilik Syarikat / CEO /Pengarah)

(The Owner of Co / CEO / Director)

(Cop Syarikat)

(Company Stamp)

ⁱ 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

ⁱⁱ 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)

ⁱⁱⁱ 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.

^{iv} 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.

^v 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

**BUILDING CLEANING SERVICES FOR THE
MINISTRY OF FOREIGN AFFAIRS FOR A
PERIOD OF THREE (3) YEARS**

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

TABLE OF CONTENTS

A. CONTRACT FORM FOR MINOR WORK

B. CONDITIONS OF CONTRACT

1.0 SUPERINTENDING OFFICER’S REPRESENTATIVE 1

2.0 S.O.’S INSTRUCTION 1

3.0 CONTRACTOR’S EMPLOYEES 1

4.0 SUB CONTRACTING 1

5.0 HOURS OF WORK 2

6.0 STAFFING 2

7.0 DAMAGE TO PERSONS AND PROPERTY 3

8.0 WORKMEN’S COMPENSATION 3

9.0 SAFETY ARRANGEMENT 4

10.0 WATER AND ELECTRICITY 4

11.0 IRREGULARITIES COMMITTED 4

12.0 CHECKLIST 5

13.0 COMMENCEMENT AND DURATION OF CONTRACT 5

14.0 EXTENSION OF CONTRACT 5

15.0 DETERMINATION OF CONTRACT 5

16.0 OTHER CONTRACTORS 5

17.0 PAYMENTS 6

18.0 GIFTS, INDUCEMENTS AND REWARDS 6

19.0 ARBITRATION 6

A. CONTRACT FORM FOR MINOR SERVICES

TENDER REFERENCE NO : MFA/ASSET/01/2021

A CONTRACT is made on the _____ day of _____ 20__ 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, Brunei
Darussalam**, hereinafter called the “Government”, of the other part,

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

FOR

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

WHEREAS:

- i. The Government has invited tenders for the Works.
- ii. The Contractor has bid for the tender 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 all contract documents shall mean the documents forming the tender and acceptance thereof together with the documents referred to herein including the Specification and Conditions and the Schedule of Prices annexed hereto, 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 hereinafter referred to as “S.O.”) wherever used hereinafter and in all contract documents shall mean the **Permanent Secretary/Deputy Permanent Secretary of the Ministry of Foreign Affairs** and his successors in office, and also such person or persons as may be deputed by him in writing to act on his behalf, for the purpose of this Contract. During the continuance of this Contract, any person acting for the S.O., or exercising his authority, or any successor in office of such S.O., 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 in all contract documents shall mean approved or directed as the case may be in writing by the S.O.
6. The term “Contractor” wherever used herein and in 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 contract 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.

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

Signed by the said ¹

.....
Contractor's Signature

Signed by the said ²

DEPUTY PERMANENT SECRETARY
MINISTRY OF FOREIGN AFFAIRS

.....
For and on behalf of the
Government

¹ Contractor's name in block capital

² Officer's name in block capital

B. CONDITIONS OF CONTRACT

1.0 SUPERINTENDING OFFICER'S REPRESENTATIVE

The term "Superintending Officer" ("S.O.") includes anyone authorised in writing by the S.O. 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 2.4 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 and shall not be deployed for any other work(s) within the building or any other buildings.
- 3.5 The Contractor shall ensure that the workmen are neatly and tidily attired at all times. The Supervisor and the workmen 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).
- 5.2 The Contractor shall make allowances for any additional works, which may be carried out prior to some major functions.

6.0 STAFFING

- 6.1 The Contractor must meet the staffing requirement as stated in Appendix 2.4. In the event of shortage of workmen including cleaning 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* - ***\$30.00 per person per day***
- *Cleaner* - ***\$20.00 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, at his own expense, a Workmen's Compensation insurance policy from an insurance company indemnifying the Contractor and the Government including for this purpose every officer and department thereof from all liabilities arising out of claims and any legal actions by any and every workmen employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen Compensation Act (Chapter 74), or any other law amending or replacing such Act, and from all costs and expenses incidental or consequential thereto.
- 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 ARRANGEMENT

- 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**”, “**WET FLOOR**”, “**CLEANING 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 any cleaning 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 cleaning works to ensure that all relevant Works have been performed satisfactorily or otherwise and to assess the quality of the Works.
- 12.2 The Contractor’s supervisor shall ensure that these checklist forms are duly completed and signed by the Officer In-charge after the works have been completed. These checklist forms shall be submitted at the end of the day of each working week and also attached to payment claims.
- 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 COMMENCEMENT AND DURATION OF CONTRACT

13.1 This Contract shall come into force on _____ 2022 (hereinafter referred to as “the Effective Date”), and shall remain in force thereafter for a period of THREE (3) years expiring on _____2025 unless or until earlier terminated pursuant to Clause 15, or extended pursuant to Clause 14.

14.0 EXTENSION OF CONTRACT

14.1 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.

15.0 DETERMINATION OF CONTRACT

15.1 If the Contractor

- (a) wholly or partly suspends the Works without reasonable cause;
- or (b) refuses or persistently neglects after a written notice from the S.O. to to comply with any requirements or specifications in relation to the Works.

for fourteen (14) days after a 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.

15.2 If the Contractor

- (a) commits an act of bankruptcy;
- (b) becomes insolvent or compounds with;
- (c) makes any assignments for the benefit of his creditors; or
- (d) 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.

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

16.0 OTHER CONTRACTORS

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

17.0 PAYMENTS

17.1 The S.O. shall certify payments for Works done satisfactorily.

17.2 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.

- 17.3 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.

18.0 GIFTS, INDUCEMENTS AND REWARDS

- 18.1 The 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 the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the 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 the 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.

19.0 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 S.O. 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 S.O. of any certificate to which the Contractor may claim to be entitled, then the S.O. 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 S.O. disputes the same in which case or in case the S.O. 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 S.O. and the Contractor or, in the event of his death or unwillingness or inability to act, or if the S.O. 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 S.O. and the Contractor. The Arbitrator shall have the 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 the Parties, 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 the Arbitration Order, 2009, or any other law amending or replacing such legislation in Brunei Darussalam.
