



Rujukan Kami: UTB/F.1/1.7/TEND/2025-2026

21 Muharram 1446H 17 Julai 2025

Kepada:

Pengurus Syarikat

Tuan/Puan,

**BILANGAN SEBUTHARGA** 

: TUTB/QTN/2025-2026/MPPUTB/05

KETERANGAN SEBUTHARGA : 1

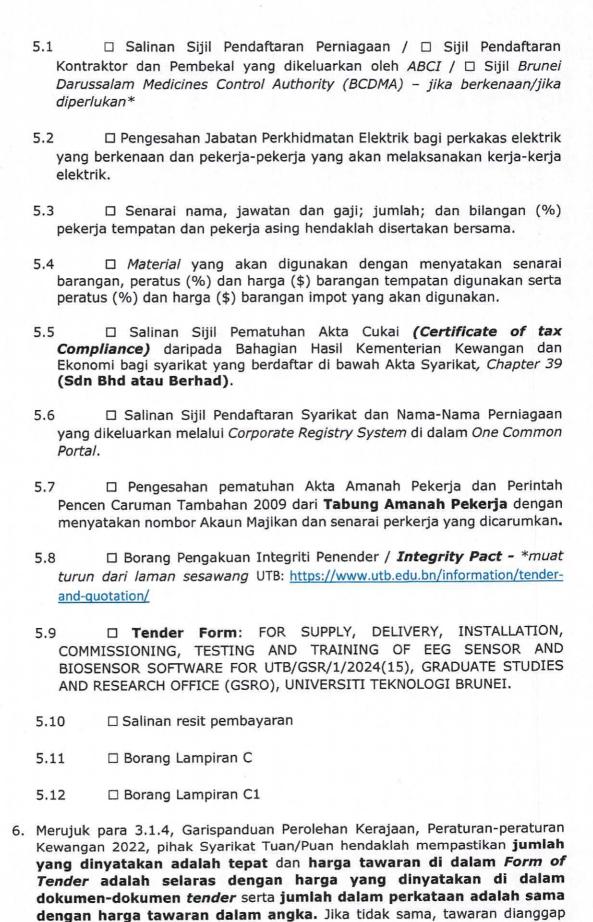
: LOGISTIC PREPARATION FOR PESTA KONVO 2025,

UNIVERSITI TEKNOLOGI BRUNEI, NEGARA BRUNEI DARUSSALAM.

Syarikat Tuan/Puan adalah dipelawa untuk menawarkan harga bagi perkara dinyatakan di atas dengan mengikut terma dan syarat yang ditetapkan seperti berikut:

- Tawaran/Sebutharga hendaklah diisi dengan lengkap dan dihantar dalam sampul surat yang tertutup tanpa menunjukkan identiti pembekal kecuali bilangan sebutharga, keterangan sebutharga, tarikh diiklankan dan tarikh tutup.
- TAWARAN hendaklah dihantar dan dimasukan ke dalam PETI SEBUTHARGA/TAWARAN, BAHAGIAN KEWANGAN, PEJABAT BENDAHARI, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU HIGHWAY, BE1410, BRUNEI DARUSSALAM
- 3. TARIKH TUTUP TAWARAN/SEBUTHARGA adalah tidak lewat pada 05 OGOS 2025 SEBELUM JAM 2.00 PETANG.
- 4. Penghantaran tawaran/sebutharga yang diterima lewat dari tarikh dan masa tutup tawaran akan ditolak dan tidak akan dinilai.
- 5. Merujuk para 3.1.3, Garispanduan Perolehan Kerajaan, Peraturan-Peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dikehendaki untuk menghadapkan dokumen-dokumen dan maklumat seperti yang disenaraikan dibawah ini. Pihak Syarikat hendaklah menandakan pada checklist sebagai pengesahan dokumen sudah disertakan dengan lengkap dan teratur. Jika dokumen tidak lengkap, tawaran/sebutharga dianggap tidak sah. Antara dokumen dan maklumat yang diperlu disertakan adalah seperti berikut:

Engaging Minds, Pioneering Growth



tidak sah.

- 7. Merujuk para 3.1.5, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dimaklumkan mengenai dengan denda yang boleh dikenakan kepada penender iaitu dasar penegahan dari menyertai tawaran Kerajaan dan denda-denda lain jika ada.
- 8. Merujuk para 3.1.6, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022 pihak Syarikat adalah dimaklumkan bahawa jika syarikat yang berjaya untuk mendapat tawaran mempunyai hutang dengan kerajaan, maka syarikat berkenaan hendaklah bersetuju bagi hutang-hutang berkenaan dibayar kepada Kerajaan melalui potongan bayaran perkhidmatan atau perbekalan yang ditawarkan. Persetujuan itu hendaklah dimasukkan ke dalam Kontrak Perkhidmatan atau Perbekalan.
- Merujuk para 3.1.7, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, semua cukai kastam dan withholding tax hendaklah dibayar oleh pihak Syarikat Tuan/Puan.
- 10. Sila pastikan **cop syarikat** dan **tandatangan pengesahan** dibubuh pada setiap borang sebutharga / tawaran.
- 11. Borang tawaran hendaklah dikembalikan ke PETI SEBUTHARGA/TAWARAN, BAHAGIAN KEWANGAN, PEJABAT BENDAHARI, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU HIGHWAY, BE1410, BRUNEI DARUSSALAM jika sekiranya Syarikat Tuan/Puan tidak dapat menawarkan harga (no quote) pada tarikh tutup yang dinyatakan di atas.
- 12. Pihak Universiti tidak semestinya terikat untuk menerima sebarang tawaran termurah atau lain-lain tawaran yang tidak munasabah.
- 13. Penghantaran barang-barang hendaklah sampai ke Universiti Teknologi Brunei mengikut jadual penghantaran yang dinyatakan di dalam sebutharga. Jika sekiranya pihak pembekal gagal menghantar barang -barang mengikut jadual penghantaran yang telah ditetapkan maka tempahan akan dibatalkan.
- 14. Bagi tawaran di bawah peruntukan UTB-Kerajaan Brunei Darussalam (UTB-GOV PAYMENT), resit rasmi akan dikeluarkan oleh pihak UTB selepas Bahagian Kewangan. Pejabat Bendahari menerima laporan BIBD iaitu sekurang-kurangnya 24 jam setelah pembayaran dibuat oleh pihak vendor.
- 15. Sebarang pertanyaan mengenai keterangan sebutharga, sila hubungi pihak pengguna melalui alamat emel yang dinyatakan pada borang sebutharga (muka surat akhir).

Sekian.

TARIKH TUTUP/

CLOSING DATE: 05 OGOS 2025 (SELASA) /

2.00 PETANG

BIL. SEBUTHARGA/QUOTATION NO.: TUTB/QTN/2025-2026/MPPUTB/05

TARIKH / DATE: 17 JULAI 2025

NOTA\*
SILA HANTAR SEBUTHARGA TERUS KEPADA:
BAHAGIAN KEWANGAN, PEJABAT
BENDAHARI
1F.34 TINGKAT 1 BLOK F
UNIVERSITI TEKNOLOGI BRUNEI
LEBUHRAYA TUNGKU GADONG BE1410
NEGARA BRUNEI DARUSSALAM

## TITLE: LOGISTIC PREPARATION FOR PESTA KONVO 2025, UNIVERSITI TEKNOLOGI BRUNEI, NEGARA BRUNEI DARUSSALAM

A. All quantities are provisional and subjected to final measurement upon completion.

Item No.	Description	UNI T	QTY	RATE B\$	AMOUNT B\$
	This Quotation cost shall cover the whole scope of works described below for the proper execution of the following work to be carried out including supply of labours, materials, tools, machineries, equipment, supervision, erect and dismantle of scaffolding and etc for the proper execution of the following works.				
	The cost shall comply with client's requirement and the conditions & specifications of contract and inclusive:				
	The mobilisation and demobilisation				
	<ul> <li>Insurance coverage (Public Liability, Workmen Compensation and Fire insurance)</li> </ul>				
	<ul> <li>Site and Public Access including cleaning, safety requirement and maintenance of existing services and other work.</li> </ul>				
	<ul> <li>Safety Requirement and Regulations for workers must wear Personal Protective Equipment (PPE).</li> </ul>				
	<ul> <li>Ensure all assigned areas are to be kept in good conditions after the event. Any damages caused must be rectified to the existing condition.</li> </ul>				
	Supply of all labour, materials, tools, equipment, machineries, scaffolding, ladder, etc				
	for Logistic Preparation for Pesta Convo 2025 which include any necessary items/works				
	in making good and provide necessary touch up works for the affected area and work				
	disturbed on floors and walls for the following works: -				
1	PK LAUNCHING AREA Location: Main Lobby NEW SASM BUILDING				
<b>1.1</b> a)	WOODEN RAMP Fabrication and installation of wooden ramp walkway platform, using 12mm thickness timber plywood and 2-inch x 2-inch timber frame with 2 feet centre to centre in both directions inclusive all necessary supports, laying new red needle punch type carpet, etc as per S.O.'s Instructions.  Main entrance	Set	1		
	Size: 8' W x 15'L x 6-12"H approximately				
1.2	PLATFORM Fabrication and installation of <i>stage platform</i> , using 12-mm thickness timber plywood with <i>front and 2 Nos side ramp</i> made of 2-inch x 2-inch timber frame with 2 feet centre to centre in both directions inclusive all necessary supports, laying new red needle punch type carpet, etc as per S.O.'s Instructions.				
	Size: 20' L x 12' W x 4-6"H (approximately)	Set	1		
	TOTAL CARRIED FORWARD:				

Page 1 of 5

QUOTATION NO .: TUTB/QTN/2025-2026/MPPUTB/05

Item No.	Description	UNI T	QTY	RATE B\$	AMOUNT B\$
	TOTAL BROUGHT FORWARD: -				
1.0	PK LAUNCHING AREA (cont)				
1.3	CARPETING WORK				
	Supply and lay of <b>new Needle punch type carpet</b> with suitable adhesive as per S. O's Instruction.	Sq.m	220		
2.0	PERFORMANCE AREA				
	Location: Rear Door Main Lobby				
2.1	CARPETING WORK				
2.1.1	Supply and lay of <b>new Needle punch type carpet for Viewing Area</b> with suitable adhesive as per S. O's Instruction.	Sq.m	25		
2.1.2	Laying and arranging of existing good conditions Needle punch Green Colour type carpet with suitable adhesive for item 2.2 as per S'O's Instruction.				
	Size: 37.4' L x 35' W (approximately)	L.S.	L.S.		
2.2	PLATFORM				
	Fabrication and installation of <i>platform for the Performance Area</i> , using 12-mm thickness timber plywood and 2-inch x 2-inch timber frame with 2 feet centre to centre in both directions which must be levelled to existing concrete slab inclusive all necessary supports, machineries, equipment, tools, etc. as per S. O's Instruction.  Size: 37.4' L x 14.8' W x 4.3"H (approximately)	Set	1		
2.3	Reinstall of existing wooden panels on assigned area inclusive making good with all necessary items /equipment for the proper erection of the panels as per S.O.'s Instruction.	L.S	L.S		
	Size: 37.4' L x 9.8' H (approximately)				
3.0	NEW SASM BUILDING LAUNCHING AREA Location: Lobby Corridor leading to Laboratory Areas				
3.1	Fabricate and install <i>new canvas with full colour digital print out graphic</i> on the <i>existing exhibition box</i> inclusive making it good as per S.O.'s Instruction.  Size: 0.6m x 0.6m x 1.0m H (approximately)	No	1		
3.2	Supply of <i>Stainless-steel Opening Ceremony Launching Plaque</i> complete with suitable marker pen and hand-grieve wording inclusive fixing to wall and making good after the ceremony inclusive all necessary accessories per S.O.s Instructions.  Size: 450mm W x 400mm H (approximately)	Set	1		
4.0	EXHIBITION AREA				
	Location: Courtyard Area	-			
<b>4.1</b> 4.1	WOODEN FLOORING Fabrication and installation of wooden plywood flooring made of 12mm thickness, 2-inch x 2-inch timber frame with 2 feet centre to centre in both directions with 12 inch				
	high of 2-inch x 2-inch support / post inclusive laying new red needle punch type carpet.				
	Size: 3.5m L x 2.0m W				
4.2	TENTAGES				
4.1.1	Location: Courtyard Area Supply and install of Pyramid Tents for walkway with scallop decorations inclusive pvc				
7.2.2	gutter and modifying, offsets each tentages raised on the walkway for the entrance purpose to the adjacent exhibition platform which include all necessary accessories, additional supports, any additional structural member, welding work, etc as per S.O's Instruction.				7
	Size: 10'x 10'			1111	5 17 1 Year
a)	Walkway leading to West Corridor	Nos	2		116
b)	For item 4.1	No	1		
	TOTAL CARRIED FORWARD: -				

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tem No.	Description	UNIT	QTY	RATE B\$	AMOUN B\$
	TOTAL BROUGHT FORWARD: -				
4.0	EXHIBITION AREA (cont)				
4.3	WOODEN RAMP Location: Courtyard Area leading to West Corridor				
	Fabrication and installation of <b>wooden ramp walkway platform</b> , using 12mm thickness timber plywood and 2-inch x 2-inch timber frame with 2 feet centre to centre in both directions inclusive all necessary supports, laying new red needle punch type carpet.	Set	1		
	Size: 6' W x 6' L x 6" H approximately				
5.0	BACKDROPS				
	Supply and install <i>full colour digital print out graphic on PVC canvas</i> with metal frame stand				
a)	PK Launching Area (Main Lobby) Size: 20' L x 12' W	Set	1		
b)	Photo Session Size: 24' L x 9' H	Set	1		
c)	Santap Area Size: 24' L x 9' H	Set	1		
d)	New SASM Building Launching Area Size: 11' L x 9' H	Set	1		
e)	Exhibition Area (Food Microbiology Lab) Size: 15' L x 9' H	Set	1		
6.0	CANVAS WRAPPED Location: Performance Areas				
	Supply and installation of <i>full colour digital print out graphics on PVC canvas</i> for item 2.3 which is inclusive of all necessary items as per S.O. Instruction.  Size: 37.4′ L x 9.8′ H	Set	1		
7.0	PA SYSTEM				
a)	Supply and install PA System with 4 Speaker and 2 Wireless mic and technician standby during the event.	Sets	2		
b)	Spidermics  i. PK Launching Area  ii. New SASM Building Launching Area	No	2		
c)	Podium i. PK Launching Area	No	1		

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QUOTATION NO.: TUTB/QTN/2025-2026/MPPUTB/05

item No.	Description	UNIT	QTY	RATE B\$	AMOUNT B\$
	TOTAL BROUGHT FORWARD: -				
8.0	STANDING AIR -CONDITIONING				and the first
a)	Supply and installation on rental basis standing 5HP Air-Conditioning inclusive providing power points, wirings work in PVC conduit and any necessary works.	Nos	5		
	i. PK Launching Area				
	ii. New SASM Building Launching Area				
	iii. Exhibition Area				
	iv. Santap Area				
9.0	STANDING AIR -COOLER				
a)	Supply and installation on rental basis standing 5HP Air-Conditioning inclusive providing power points, wirings work in PVC conduit and any necessary works.	Nos	5		
	i. Viewing Area				
	ii. Performance Area				
	iii. Photo Session				
			L	-	
			GRA	ND TOTAL:	

- ALL WORKS DESCRIBED ABOVE ARE SUBJECT TO CHANGES AND MAYBE REQUIRED TO PROVIDE ADDITIONAL ITEMS AS SPECIFIED BY ORGANISER AND RELEVANT AUTHORITIES.
- AFTER THE EVENT ALL WORKS SPECIFIED ABOVE ARE TO BE DISMANTLE IMMEDIATELY AFTER THE EVENT AND DISPOSE TO CONTRACTOR OWN SITE.

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QUOTATION NO.: TUTB/QTN/2025-2026/MPPUTB/05

#### NOTE:

- Contractors are advised to VISIT SITE before submission of quotation to familiarize with scope of the work involved as no claims for extras pertaining to lack of knowledge of site condition shall be entertained.
- 2. Sample of replacement materials/items should be submitted to S.O Prior to installation / application.
- 3. For inquiries, please contact: +6732461020-9 extension 1116 or email awa.mahmud@utb.edu.bn.
- 4. To make appointment for site visit please contact +6732461020-9 extension 1117/1118.
- For company registered under Companies Act, Chapter 39 (Sdn Bhd or Berhad), a valid Copy of Certificate of Tax Compliance 'COTC' certified by Revenue Division, Ministry of Finance and Economy must be enclosed with the submitted quotation.
- 6. Proof of payment must be emailed to <a href="mailto:payment.info@utb.edu.bn">payment.info@utb.edu.bn</a>, c.c <a href="mailto:procurement.finance@utb.edu.bn">procurement.finance@utb.edu.bn</a>
- 7. Receipt will be issued via email after payment transaction has been verified by BIBD. (after 24 hours)

Company Name:	Contact Name:	
Quotation Validity (minimum six (6) months):	Contact Tel:	
Delivery Period: 19 August 2025 - 23 August 2025 (Full Day)		
Location: New SASM Building, UTB	Designation:	
Event Date: 23 August 2025		

SOUND BROWN

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QUOTATION NO.: TUTB/QTN/2025-2026/MPPUTB/05

## SURAT PENGESAHAN

# PENENDER / PEMBORONG / KONTRAKTOR / PENGUSAHA / PEMBEKAL MEMILIKI PREMIS PERNIAGAAN / PREMIS PERNIAGAAN

Nama syar	rikat:			
Alamat pre	emis perniagaan:			
		Poskod	:	
No. telefor	n pejabat / premis pejabat:			
No. faks p	ejabat / premis perniagaan:			
*	n bimbit:			
BIL.	NAMA PEMILIK SYARIKAT	BILANGAN KAD PINTAR	WARNA	BANGSA
1				
2 .				
3				
4				
5				
Nama Pen	gurus:			
Bangsa: _	Bil. kad pintar:	W	arna:	
No. telefor	1:			
Sukacita n	nemaklumkan bahawa segala keterang	gan di atas adalah <b>b</b>	enar.	
	]			P RASMI (ARIKAT
Tarikh:				THE WIT

## PENGESAHAN UNTUK DIISIKAN OLEH PEMBEKAL / PEMBORONG

NAMA SYAR	ARIKAT :			
PEME	ANG SENARAI PROJEK-PRO ELIHARAAN / PEMBAIKAN DILAKSANAKAN		PERKHIDMATAN YA DILAKSANAKAN.	
BIL.	SEDANG DILAKSANA	(AN	TELAH DILAKSA	NAKAN
				- NEC 1915
NAMA PE	TANDATANGAN :			COP RASMI SYARIKAT
	EGAWAI EKSEKUTIF :			
	TARIKH :			

#### TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), Universit Teknologi Brunei. The C.A's decision shall be final and binding upon the Contract.

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

- Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration:-
  - (a) Valid Tenderer's Registration Certificate from the Ministry Of Development.
  - (b) Business Enactment Act Section 16 & 17.
  - (c) The Tender Form <u>MUST</u> be signed by the Owner, or the Director of Shareholder(s) of the Company stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
  - (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry Of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.
  - (e) For company registered under Companies Act, Chapter 39 (Sdn Bhd or Berhad), a valid Copy of Certificate of Tax Compliance 'COTC' certified by Revenue Division, Ministry of Finance and Economy must be enclosed with the submitted quotation/tender. COTC is valid for 90 days from the date it is signed or issued by the Ministry of Finance & Revenue, if the period has expired please renew.

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

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

Tenders shall remain valid for **9 MONTHS** / as stated in the quotation form from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed neccessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

- The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
- 5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
- 6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
- 7. The tender fee shall be **B\$10.00** \*.
- 8. No unathorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
- 9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
- 10. The tender must be completed in the official printed tender forms which is printable/downloadble from UNIVERSITI TEKNOLOGI BRUNEI website at www.utb.edu.bn on the homepage page of 'Tender and Quotation'.

The completed tender documents are to be lodged on or before 2.00 PM on 05 AUGUST 2025 in a sealed enveloped addressed to :-

#### TENDER/QUOTATION BOX

FINANCE SECTION, BURSAR'S OFFICE,
1F.34, 1st FLOOR, BLOCK F, UNIVERSITI TEKNOLOGI BRUNEI,
TUNGKU GADONG HIGHWAY, NEGARA BRUNEI DARUSSSALAM. BE1410

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

Quotation No.	;	TUTB/QTN/2025-2026/MPPUTB/05	<b>Quotation Closing Date</b>	:	05 AUGUST 2025	
Title	:	LOGISTIC PREPARATION FOR PESTA K	ONVO 2025, UNIVERSITI TEKN	ord	OGI BRUNEI,	
		NEGARA BRUNEI DARUSSALAM				
Delete as necessary				-		



## UNIVERSITI TEKNOLOGI BRUNEI ESTATE OFFICE NEGARA BRUNEI DARUSSALAM

Quotation For	NEGARA BRUNEI DARU		25, UNIVERSITI TEK	(NOLOGI BRUNEI,
Quotation No	: TUTB/QTN/2025-2026	/MPPUTB/05 Closed On	: 05/08/20	125 Receipt No. :
PART A - AGE	REEMENT			
1.0 On beha				
I, the und	dersigned, agree to carry	y out the above Work	s/Service/Supp	ly* for a sum of B\$
(Brunei D	ollars			
within a p	period of Davis	/ Mooks / Months* in as	cordance with the	he terms and conditions below.
wininap	bellou of Days	/ Weeks / Morrins in ac	cordance with the	The terms and conditions below.
2.0 Name & Si	ignature :			
As Owner /	Director* (	**************************************	)	
2.1. IC No.			*****************************	
2.2 Name & Si	anature :			
of Witness	***************************************		)	
2.3 IC No.	:			Company Stamp
2.4 Address				
0.5 Tolophon	a No.	Fax No. :	The second secon	E-mail :
	e No. :	FUX NO		E-mail .
2.6 Date				
FOR OFFICIAL US	SE ONLY.			
3.0 On behalf	f of the Brunei Government,	I accept your offer to c	arry out all/ items	*
of the abo	ove for a sum of B\$	(Brune	ei Dollars	
within a p	eriod of Days	: / Weeks / Months* in a	cordance with t	the terms and conditions below.
Williamap	and the second s	, , , , , , , , , , , , , , , , , , , ,		
4.0				
	and Secretary, Universiti Tekr	nologi Brunei	nament amazonia em antenenta anteneta anteneta en el mario en e	
4.1 Name & Si	ignature :		1	Department Stamp
of Witness			1	<b>Бераппені зіапр</b>
4.2 Address	•	was a second of the second of	4	
4.3 Telephone	e No. :	Fax No. :		E-mail :
4.4 Date of Co	ontract :	s.,m.436.00		
5.0 The Contr				
<ul> <li>Delete as</li> </ul>	necessary			

#### PART B - TERMS OF QUOTATION

#### 1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

#### 1.1 Overall Obligations of the Government:

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

#### 1.2 Overall Obligations of the Contractor:

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

#### 1.3 Instructions & Certifications

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

#### 2.0 QUALITY, HEALTH AND SAFETY

#### 2.1 Quality

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

#### 2.2 Variations To Work

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

#### 2.3 Health and Safety

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

#### 3.0 TIME OBLIGATIONS

#### 3.1 Starting, Progress and Finishing

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

#### 3.2 Adjusting Time for Completion

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

#### 3.3 Completion

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

#### 3.4 Delayed Completion

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

#### 4.0 PAYMENT CERTIFICATION

#### 4.1 Claims and Payment Certificate

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

#### 4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
  - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
  - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.

#### 4.2.3 Deduct the following:

- (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
- (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
  - (i) The cost of rectifying such shortfall(s) by others; or
  - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.
- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.

- 4.2.4 The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
  - (i) Adding the total under additions above;
  - (ii) Deducting the total of all deductions above; and
  - (iii) Deducting the cumulative amount certified previously.
- 4.2.5 The Contract Administrator may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

#### 5.0 TERMINATION OF CONTRACT

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

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

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

this Contract is terminated by a written notice.

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

#### PART C - APPENDIX

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